

03232021

IN THE COURT OF COMMON PLEAS OF WASHINGTON COUNTY, PENNSYLVANIA

WANO CHIROPRACTIC WEIGHT
LOSS AND NUTRITION CENTERS, INC.

Plaintiff,

v.

STATE FARM FIRE AND
CASUALTY COMPANY,

Defendant.

FILED

MAR 12 2021

L. H. HOUGH
PROTHONOTARY

CIVIL DIVISION

No.: 2021-1608

COMPLAINT

Filed on Behalf of Plaintiff:

Counsel of Record for This Party:

George M. Kontos, Esquire
PA ID #62712
gkontos@kontosmengine.com

Katie A. Killion, Esquire
PA ID #205203
kkillion@kontosmengine.com

Kontos Mengine Killion and Hassen
603 Stanwix Street
Two Gateway Center, Suite 1228
Pittsburgh, PA 15222

JURY TRIAL DEMANDED

IN THE COURT OF COMMON PLEAS OF WASHINGTON COUNTY, PENNSYLVANIA

WANO CHIROPRACTIC WEIGHT
LOSS AND NUTRITION CENTERS, INC.

CIVIL DIVISION

Plaintiff,

No.: 2021-1608

v.

STATE FARM FIRE AND
CASUALTY COMPANY,

Defendant.

**COMPLAINT SEEKING DECLARATORY,
COMPENSATORY, AND INJUNCTIVE RELIEF**

AND NOW comes Plaintiff, Wano Chiropractic Weight loss and Nutrition Centers, Inc., by and through its attorneys, George M. Kontos, Esquire, Katie A. Killion, Esquire, and Kontos Mengine Killion and Hassen and files the following Complaint, and in support thereof, aver as follows:

PARTIES

1. Wano Chiropractic Weight loss and nutrition Centers, Inc. (hereinafter referred to as "Plaintif" or "Wano Chiropractic" is a corporation organized and existing under the Commonwealth of Pennsylvania, with two principle locations at 1049 Waterdam Plaze Drive, McMurray, PA 15317 and 193 W. Beau Street, Washington, PA 15301, and as such, Plaintiff is a citizen of the Commonwealth of Pennsylvania.

2. Defendant State Farm Fire and Casualty Company (hereinafter referred to as "Defendant" or "State Farm" is a reciprocal insurance exchange that conducts business all over the United States and has headquarters located at 1 State Farm Plaza, Bloomington, IL 61710. State Farm is duly authorized to and regularly and routinely conducts business in the

Commonwealth of Pennsylvania. As such, Defendant is a citizen of the Commonwealth of Pennsylvania.

3. Defendant regularly and routinely conducts business within Washington County, Pennsylvania.

4. The present action seeks declaratory, compensatory, and injunctive relief with respect to the insurance coverage for losses caused by the COVID-19 virus and governmental orders that were entered in connection therewith.

INSURANCE COVERAGE

5. At all times relevant hereto, there was in full force and effect, Policy #98-nw-6104-4 ("the Policy") issued by Defendant State Farm to the Plaintiff in relation to both office locations listed above. The Policy provided coverage for Business Interruption and Civil Authority and additional coverages applicable to losses claimed herein. See a copy of the State Farm Policy attached hereto as Exhibit "1."

6. The Policy's effective dates were from February 2, 2020 to February 9, 2021.

7. Plaintiff paid valuable consideration to State Farm in exchange received insurance policy designated above. Exhibit "1."

8. This policy insures against direct physical "loss", except "loss" as excluded or limited in this policy, and provides coverage for direct physical "loss" of or damage to Covered Property at the premises described in the "Declarations" caused by or resulting from a peril insured against.

9. The Policy does not specifically exclude losses caused by the COVID-19 virus.

10. The policy provides Income Protection Coverage and Civil Authority Coverage.

COVID-19 PANDEMIC & IMPACT

11. COVID-19 (also referred to as Coronavirus) is a highly contagious airborne virus that has spread throughout the United States and was declared a pandemic by the World Health Organization.

12. COVID-19 is a public health crisis that has profoundly affected the ability of the public to gather.

13. At times throughout the duration of the pandemic, the Center for Disease Control has issued guidance that gathering of more than ten people should not occur because gathering of that size, or larger, may increase the risk of transmission of COVID-19.

14. Additionally, the Governor of Pennsylvania, Tom Wolf, has issued multiple Proclamations and Orders throughout the pandemic.

15. First, on March 19, 2020, Governor Wolf required all non-life sustaining businesses in the Commonwealth to cease operations and to close all their physical locations.

16. On March 23, 2020, Governor Wolf issues a Stay at Home Order of citizens of many counties in the Commonwealth, including Allegheny County. On the same day, the Pennsylvania Department of Health issued an Order stating that "the operation of non-life sustaining businesses present the opportunity for unnecessary gatherings, personal contact, and interaction that will increase the risk of transmission and the risk of community spread of COVID-19."

17. Then, on April 1, 2020, Governor Wolf extended the Stay at Home Order to the entire Commonwealth.

18. The COVID-19 virus, as well as the Orders issued by the Commonwealth of Pennsylvania, caused damage to property, particularly in places of business, such as that of Plaintiff, and other similarly situated persons and organizations, whether the operation of the

business requires gatherings and contact in areas where there exists a heightened risk of contamination by COVID-19.

19. Upon information and belief, at the time the claim was made, Plaintiff's business locations, as well as the surrounding homes and businesses within a one-mile radius, were contaminated with the COVID-19 virus.

20. As a result of the impact of COVID-19 and the corresponding Orders by the Pennsylvania government, Plaintiff, and many other similarly situated businesses, have been ordered to close its business locations and was forced to furlough employees, thereby incurring a loss.

21. At the time of the closure orders and submission of Plaintiff's claim, the actual number of COVID-19 cases within Washington County and elsewhere in the state and nation was relatively unknown due to the lack of testing abilities, symptoms, and other factors outside of the Plaintiff's control.

22. In addition to the notification received from contact tracers, it is believed and therefore averred that Plaintiff's owners were in contact with individual(s) and/or areas that were discovered thereafter to be contaminated with COVID-19.

23. COVID-19 has directly and adversely affected the business operations of Plaintiff, by causing damage and the risk of further harm to Plaintiff's properties and occupants therein.

24. Thus, Plaintiff has suffered Business Interruption, Civil Authority, and other related covered losses.

COUNT I

**Wano Chiropractic Weight Loss and Nutrition Centers, Inc. v.
State Farm Fire and Casualty Company
(Declaratory Relief)**

25. Plaintiff hereby incorporates by reference the foregoing Paragraphs of this Complaint as though the same were fully set forth herein.

26. Plaintiff is entitled to coverage under the Policy for the losses caused by the COVID-19 virus and aforementioned Orders.

27. Defendant has denied and/or refused to acknowledge coverage for Plaintiff's losses caused by COVID-19 and the aforementioned Orders. See State Farm's Denial Letter attached hereto as Exhibit "2."

28. Plaintiff is entitled to recover for the losses caused by COVID-19 and the resulting ordered under the Policy.

29. Defendant has wrongfully refused to provide coverage to Plaintiff under the Policy and has misrepresented policy provisions in doing so.

30. This denial and refusal to acknowledge coverage to Plaintiff is a material breach of the Policy.

31. The denial and refusal to acknowledge coverage to Plaintiff are in direct violation of the specific terms and provisions of the Policy.

32. The denial and refusal to acknowledge the Plaintiff's loss is in direct violation of the Pennsylvania Unfair Claims Settlement Practices Act, specifically:

- (a) An insurer or agent may not fail to fully disclose to first-party claimants pertinent to benefits, coverages or other provisions of an insurance policy or insurance contract under which a claim is presented.
- (b) An insurer or agent may not fail to fully disclose to first-party claimants benefits, coverages or other provisions of an insurance policy or insurance

contract when the benefits, coverages or other provisions are pertinent to a claim.

31 Pa. Code § 146.4 (a-b).

33. Plaintiff is entitled to a declaration that it is entitled to coverage for the losses caused by COVID-19 and the corresponding Orders.

34. This controversy involves substantial rights of the parties to this action. It also poses an issue for judicial determination which is not within the scope of authority of an arbitrator or arbitration panel pursuant to the at-issue insurance policy.

35. As such, this controversy is an issue for judicial determination under the Declaratory Judgement Act.

36. A judgment of this court in this action will also be useful for the purpose of clarifying and settling the legal relations between the parties and will determine, terminate, and afford relief from the uncertainty and controversy giving rise to this action.

WHEREFORE, Plaintiff, Wano Chiropractic Weight Loss and Nutrition Centers, Inc., respectfully requests that this Honorable Court enter an Order declaring that Plaintiff is entitled to coverage for the losses caused by COVID-19 and Orders from Defendant State Farm Fire and Casualty Company and such other relief as this Court deems appropriate.

COUNT II

**Wano Chiropractic Weight Loss and Nutrition Centers, Inc. v.
State Farm Fire and Casualty Company
(Injunctive Relief)**

37. Plaintiff hereby incorporates by reference the foregoing Paragraphs of this Complaint as though the same were fully set forth herein.

38. Plaintiff has made a claim upon Defendant for coverage for losses caused by COVID-19 and the resulting governmental orders including but not limited to business income, extra expense, contamination, civil authority, and other claims for coverage.

39. Defendant has denied or refused to acknowledge coverage for this loss.

40. Defendant continues to deny and/or refuse to acknowledge coverage for the losses caused by COVID-19 and the resulting governmental Orders.

41. Plaintiff has suffered damages and/or is at immediate risk of suffering damages as a result of the continued denial and/or refusal to acknowledge coverage by Defendant for the loss caused by COVID-19 and the referenced Orders.

42. Defendant must be enjoined from continuing to deny and/or refusing to acknowledge coverage to insureds for losses caused by COVID-19 and the referenced Orders.

WHEREFORE, Plaintiff, Wano Chiropractic Weight Loss and Nutrition Centers, Inc., respectfully requests that this Honorable Court enter an Order enjoining the Defendant, State Farm Fire and Casualty Company, from further denying coverage to the Plaintiff, for losses caused by COVID-19 and the government's Orders.

COUNT III

Wano Chiropractic Weight Loss and Nutrition Centers, Inc. v.
State Farm Fire and Casualty Company
(Compensatory Relief)

43. Plaintiff hereby incorporates by reference the foregoing Paragraphs of this Complaint as though the same were fully set forth herein.

44. Plaintiff is entitled to recover under the Policy for all losses caused by COVID-19 and the governmental Orders.

45. Plaintiff is entitled to recover all business income, extra expense, contamination, civil authority, and other applicable coverage claims under the Policy.

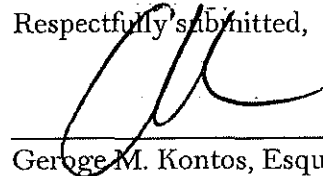
46. Defendant has breached the terms and provisions of the Policy by denying the claims of the Plaintiff for all losses caused by COVID-19 and the governmental Orders.

47. The breach of these obligations under the Policy by Defendant has caused Plaintiff to suffer economic loss and damages.

48. Defendant is required to pay Plaintiff all covered losses caused by COVID-19 and the governmental Orders, including by not limited to: business income, extra expense, civil authority, and other pertinent coverages under the Policy.

Wherefore, Plaintiff, Wano Chiropractic Weight Loss and Nutrition Centers, Inc., reespectfully requests that this Honorable Court enter judgment against Defendant, State Farm Fire and Casualty Company, for all covered losses and damages under the Erie Policy.

Respectfully submitted,



George M. Kontos, Esquire
Counsel for Plaintiff

ATTORNEY VERIFICATION

THE UNDERSIGNED, George M. Kontos, as counsel for Plaintiff, Wano Chiropractic Weight Loss and Nutrition Center, avers that the statements of fact contained in the foregoing Complaint are true and correct to the best of his knowledge, information and belief, and are made subject to the penalties of 18 Pa. Cons. Stat. Ann. §4904 relating to unsworn falsification to authorities.

Date: 3/10/21


George M. Kontos, Esquire

STATE FARM FIRE AND CASUALTY COMPANY
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

DECLARATIONS COVERAGE SUMMARY APR 9 2020

3 Ravinia Drive
Atlanta GA 30346-2117

Named Insured

001175 3123 M-13-6992-FB25 F U
WANO CHIROPRACTIC WEIGHT LOSS
& NUTRITION CENTERS INC
193 W BEAU ST
WASHINGTON PA 15301-4401

Policy Number	98-NW-6104-4	
Policy Period	Effective Date	Expiration Date
12 Months	FEB 9 2020	FEB 9 2021
The policy period begins and ends at 12:01 am standard time at the premises location.		

Agent and Mailing Address
ROBIN MCNALLY INS AGCY INC
3613 BROWNSVILLE RD
BRENTWOOD PA 15227-3154

PHONE: (412) 884-6000



ST-2
0127-2000

Medical Office Policy

Automatic Renewal - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: Individual

Requested By: Policyholder

Policy Premium \$ 1,037.00

Discounts Applied:
Renewal Year
Years in Business
Claim Record

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APR 09 2020
CMP-4000

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530-686 a.2 05-31-2011 (e113231c)



DECLARATIONS (CONTINUED)

Medical Office Policy for WANO CHIROPRACTIC WEIGHT LOSS
 Policy Number 98-NW-6104-4

SECTION I - PROPERTY SCHEDULE

Location Number	Location of Described Premises	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property	Seasonal Increase-Business Personal Property
001	193 W BEAU ST WASHINGTON PA 15301-4401	No Coverage	\$ 351,500	25%

* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

SECTION I - INFLATION COVERAGE INDEX(ES)

Cov A - Inflation Coverage Index: N/A
 Cov B - Consumer Price Index: 257.3

APR 09 2020

SECTION I - DEDUCTIBLES

Basic Deductible \$500

Special Deductibles:

Money and Securities	\$250	Employee Dishonesty	\$250
Equipment Breakdown	\$500		

Other deductibles may apply - refer to policy.

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DECLARATIONS (CONTINUED)

Medical Office Policy for WANO CHIROPRACTIC WEIGHT LOSS
Policy Number 98-NW-6104-4

**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES**

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

COVERAGE	LIMIT OF INSURANCE
Accounts Receivable	
On Premises	\$50,000
Off Premises	\$15,000
Arson Reward	\$5,000
Back-Up Of Sewer Or Drain	\$15,000
Brands And Labels	\$25,000
Collapse	Included
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	\$5,000
Fire Extinguisher Systems Recharge Expense	\$5,000
Forgery Or Alteration	\$10,000
Glass Expenses	Included
Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%
Money And Securities (Off Premises)	\$5,000
Money And Securities (On Premises)	\$10,000
Money Orders And Counterfeit Money	\$1,000
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000

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DECLARATIONS (CONTINUED)

Medical Office Policy for WANO CHIROPRACTIC WEIGHT LOSS
Policy Number 98-NW-6104-4

Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000
Ordinance Or Law - Equipment Coverage	Included
Outdoor Property	\$5,000
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$5,000
Personal Property Off Premises	\$15,000
Physicians And Surgeons Equipment	Coverage B Limit
Pollutant Clean Up And Removal	\$10,000
Preservation Of Property	30 Days
Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Signs	\$11,500
Spoilage (applies only to those premises provided Coverage B - Business Personal Property)	
Expediting Expenses	\$1,000
On Premises	\$20,000
Off Premises	\$5,000
Valuable Papers And Records	
On Premises	\$50,000
Off Premises	\$15,000
Water Damage, Other Liquids, Powder Or Molten Material Damage	Included

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SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

COVERAGE	LIMIT OF INSURANCE
Dependent Property - Loss Of Income	\$5,000

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DECLARATIONS (CONTINUED)

Medical Office Policy for WANO CHIROPRACTIC WEIGHT LOSS
Policy Number 98-NW-6104-4

Employee Dishonesty	\$10,000
Utility Interruption - Loss Of Income	\$10,000
Loss Of Income And Extra Expense	Actual Loss Sustained - 12 Months

SECTION II - LIABILITY

COVERAGE	LIMIT OF INSURANCE
Coverage L - Business Liability	\$1,000,000
Coverage M - Medical Expenses (Any One Person)	\$5,000
Damage To Premises Rented To You	\$300,000
AGGREGATE LIMITS	LIMIT OF INSURANCE
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS AND ENDORSEMENTS

CMP-4100	Businessowners Coverage Form
CMP-4561.1	Policy Endorsement
CMP-4705.2	Loss of Income & Extra Expnse
CMP-4238.1	Amendatory Endorsement
CMP-4710	Employee Dishonesty
CMP-4775	Spoilage Coverage
FE-3659	Actual Cash Value Endorsement

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DECLARATIONS (CONTINUED)

Medical Office Policy for WANO CHIROPRACTIC WEIGHT LOSS
Policy Number 98-NW-6104-4

CMP-4706 Back-Up of Sewer or Drain
CMP-4709 Money and Securities
CMP-4704.1 Dependent Prop Loss of Income
CMP-4572 Amendment of Premium Cond
CMP-4703.1 Utility Interruption Loss Incm
FE-6999.2 Terrorism Insurance Cov Notice
CMP-4409 Physicians and Surgeons
CMP-4525 Amendatory Definition
CMP-4825 Brands and Labels
CMP-4802 Addl Insd Lessor of Leased Eqp
CMP-4788 Addl Insd Mgrs Lessor of Prem
CMP-4839 Loss Payable
FD-6007 Inland Marine Attach Dec

SCHEDULE OF ADDITIONAL INTERESTS

Interest Type: Addl Insured-Section II
Endorsement #: CMP4802
Loan Number: N/A

COURT SQUARE LEASING CORP
15325 SE 30TH PL STE 100
BELLEVUE WA 980076597

Interest Type: Addl Insured-Section II
Endorsement #: CMP4788
Loan Number: N/A

WASHINGTON FINANCIAL BANK
ITS SUCCESSORS AND/OR ASSIGNS
77 S MAIN ST
WASHINGTON PA 153016824

Interest Type: Loss Payee
Endorsement #: CMP4839
Loan Number: N/A

COURT SQUARE LEASING CORP
15325 SE 30TH PL STE 100
BELLEVUE WA 980076597

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DECLARATIONS (CONTINUED)

Medical Office Policy for WANO CHIROPRACTIC WEIGHT LOSS
Policy Number 98-NW-6104-4



This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

Lynne M. Youell
Secretary

Michael F. Tipton
President

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STATE FARM FIRE AND CASUALTY COMPANY
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

3 Ravinia Drive
Atlanta GA 30346-2117

Named Insured

M-13-6992-FB25 F U

WANO CHIROPRACTIC WEIGHT LOSS
& NUTRITION CENTERS INC
193 W BEAU ST
WASHINGTON PA 15301-4401

INLAND MARINE ATTACHING DECLARATIONS

Policy Number	98-NW-6104-4	
Policy Period	Effective Date	Expiration Date
12 Months	FEB 9 2020	FEB 9 2021
The policy period begins and ends at 12:01 am standard time at the premises location.		

ST-2
02/27/2000

ATTACHING INLAND MARINE

Automatic Renewal - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Annual Policy Premium Included

The above Premium Amount is included in the Policy Premium shown on the Declarations.

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

Forms, Options, and Endorsements

FE-8743.1 Inland Marine Computer Prop
FE-8739 Inland Marine Conditions

See Reverse for Schedule Page with Limits

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530-666 a.2 05-31-2011 (a113232c)

98-NW-6104-4

ATTACHING INLAND MARINE SCHEDULE PAGE

ATTACHING INLAND MARINE

ENDORSEMENT NUMBER	COVERAGE	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT	ANNUAL PREMIUM
FE-8743.1	Inland Marine Computer Prop Loss of Income and Extra Expense	\$ 25,000 \$ 25,000	\$ 500	Included Included

APR 09 2020

OTHER LIMITS AND EXCLUSIONS MAY APPLY - REFER TO YOUR POLICY

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FD-6007

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530-686 v.2 05-31-2011 (v113233c)

98-NW-6104-4 008575

CMP-4561.1
Page 1 of 5

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CMP-4561.1 POLICY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM**1. BUSINESSOWNERS COVERAGE FORM TABLE OF CONTENTS** is amended as follows:

- a. The title Electronic Data is changed to Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability.
- b. The title Recording And Distribution Of Material or Information In Violation Of Law is changed to Recording And Distribution Of Material.

2. Paragraph 2.f. Dishonesty under SECTION I — EXCLUSIONS is replaced by the following:**f. Dishonesty**

- (1) Dishonest or criminal acts by you, anyone else with an interest in the property, or any of your or their partners, "members", officers, "managers", employees, directors, trustees, or authorized representatives, whether acting alone or in collusion with each other or with any other party; or
- (2) Theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion applies whether or not an act occurs during your normal hours of operation.

This exclusion does not apply to acts of destruction by your employees; but theft by your employees is not covered.

With respect to accounts receivable and "valuable papers and records", this exclusion does not apply to carriers for hire.

3. SECTION I — EXTENSIONS OF COVERAGE is amended as follows:**a. Paragraph 4.a.(1) under Collapse** is replaced by the following:

- (1) Collapse means an abrupt falling down or caving in of a building or any part of a building;

b. Paragraph 5. is replaced by the following:**5. Water Damage, Other Liquids, Powder Or Molten Material Damage**

If loss caused by covered water or other liquid, powder, or molten material occurs, we will also pay the cost to tear out and replace only that particular part of the covered building or structure necessary to gain access to the specific point of that system or appliance from which the water or other substance escaped.

We will not pay the cost to repair any defect that caused the loss; but we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:

- a. Results in discharge of any substance from an automatic fire protection system; or
- b. Is directly caused by freezing.

The amount we pay under this Extension of Coverage will not increase the applicable Limit of Insurance.

c. Paragraph 13. is replaced by the following:**13. Personal Property Off Premises**

You may extend the insurance provided by this coverage form to apply to Covered Property, other than "money" and "securities", "valuable papers and records", or accounts receivable, while it is in the course of transit or at another premises. The most we will pay for loss in any one occurrence under this Extension Of Coverage is the Limit Of Insurance for Personal Property Off Premises shown in the Declarations.

The amount we pay under this Extension Of Coverage is an additional amount of insurance.

If the Covered Property is located at another premises you own, lease, operate, or regularly use, the insurance provided under this extension applies

98-NW-6104-4 008575

CMP-4561.1
Page 2 of 5

only if the loss occurs within 90 days after the property is first moved.

The Other Insurance Condition contained in **SECTION I AND SECTION II — COMMON POLICY CONDITIONS** does not apply to this Extension Of Coverage. The insurance provided under this Extension Of Coverage is primary and does not contribute with any other insurance.

- d. The following is added to Paragraph 22.e. under **Equipment Breakdown**:

Paragraph 5.b. under **Coverage B — Business Personal Property** is replaced by:

- b. Be your responsibility to maintain or insure according to the terms of your lease or rental agreement.

- e. The following is added:

Business Personal Property In Portable Storage Units

You may extend the insurance provided by this coverage form to apply to Business Personal Property, other than "money" and "securities"; "valuable papers and records"; or accounts receivable, while temporarily stored in a portable storage unit (including a detached trailer) located within 100 feet of the described premises. The most we will pay for loss under this Extension Of Coverage is \$10,000.

The amount we pay under this Extension Of Coverage will not increase the applicable Limit Of Insurance.

Coverage will end 90 days after Business Personal Property has been placed in the storage unit. Coverage does not apply if the storage unit itself has been in use at the described premises for more than 90 consecutive days, even if the Business Personal Property has been stored there for 90 or fewer days at the time of loss.

4. **SECTION II — LIABILITY** is amended as follows:

- a. **Section II — Exclusions** is amended as follows:

- (1) The following is added to Paragraph 3. **Liquor Liability**:

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring,

employment, training, or monitoring of others by an insured, or providing or failing to provide transportation with respect to any person that may be under the influence of alcohol if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described in Paragraph 3.a.

- (2) Paragraph 8.f. under **Aircraft, Auto Or Watercraft** is replaced by the following:

- f. "Bodily injury" or "property damage" arising out of:

- (1) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged;

- (2) The operation of any of the following machinery or equipment:

- (a) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- (b) Air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well servicing equipment; or

- (3) The operation of your business from a land vehicle:

- (a) While it is parked and functioning, other than "loading and unloading", as a premises for your business operations; and

- (b) That would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration

98-NW-6104-4 008576

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law where it is licensed or principally garaged.

- (3) Paragraphs 17.b. and 17.c. under **Personal And Advertising Injury** are replaced by the following:

- b. Arising out of oral or written publication of material, in any manner, if done by or at the direction of the insured with knowledge of its falsity;
- c. Arising out of oral or written publication of material, in any manner, whose first publication took place before the beginning of the policy period;

- (4) The last paragraph of 17.h. under **Personal And Advertising Injury** is replaced by the following:

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

- (5) Paragraphs 18. **Electronic Data** and 19. **Recording And Distribution Of Material In Violation Of Law** are replaced by the following:

18. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

- a. Damages arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, or any other type of nonpublic information; or
- b. Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses, or any other loss, cost or

expense incurred by you or others arising out of that which is described in Paragraph a. or b. above.

As used in this exclusion, electronic data means information, facts, or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve, or send data.

19. Recording and Distribution of Material

Damages arising directly or indirectly out of any communication, by or on behalf of any insured, that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), CAN-SPAM Act of 2003, Fair Credit Reporting Act (FCRA), or Fair and Accurate Credit Transaction Act (FACTA); including any regulations and any amendment of or addition to such statutes;
- b. Any federal, state or local law, statute, ordinance, or regulation, in addition to Paragraph a. above, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of material or information; or
- c. Any other federal, state or local law, statute, ordinance, or regulation that may provide a basis for a separate claim or cause of action arising out of any communication referenced in Paragraphs a. or b. above.



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b. Paragraph 1.d.(2) under Coverage M – **Medical Expenses** is replaced by the following:

- (2) Executes authorization to allow us to obtain copies of medical bills, medical records, and any other information we deem necessary to substantiate the claim.

Such authorizations must not:

- (a) Restrict us from performing our business functions in:

- i. Obtaining records, bills, information, and data; or
- ii. Using or retaining records, bills, information, and data collected or received by us;

- (b) Require us to violate federal or state laws or regulations;

- (c) Prevent us from fulfilling our data reporting and data retention obligations to insurance regulators; or

- (d) Prevent us from disclosing claim information and data:

- i. To enable performance of our business functions;
- ii. To meet our reporting obligations to insurance regulators;
- iii. To meet our reporting obligations to insurance data consolidators; and

- iv. As otherwise permitted by law.

If the holder of the information refuses to provide it to us despite the authorization, then at our request the person making claim or his or her legal representative must obtain the information and promptly provide it to us; and

c. **SECTION II — WHO IS AN INSURED** is amended as follows:

- (1) Paragraph 1.c. does not apply.

- (2) Paragraphs 2.b.(1) and (4) are replaced by the following:

- (1) "Employees" with respect to "bodily injury" to:

- (a) Any co-"employee" arising out of and in the course of the co-"employee's" employment or

while performing duties related to the conduct of your business; or

- (b) The spouse, child, parent, brother, or sister of that co-"employee" as a consequence of Paragraph (a) above;

- (4) The owner of a "non-owned auto" or any agent of or any person or entity employed by such owner.

- d. Paragraph 2.b. under **Financial Responsibility Laws** of **SECTION II — GENERAL CONDITIONS** does not apply.

- e. **SECTION II — DEFINITIONS** is amended as follows:

- (1) Paragraph 2. is replaced by the following:

2. "Auto" means:

- a. A land motor vehicle, trailer, or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- (2) The following is added to Paragraph 15. "mobile equipment":

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".

- (3) Paragraphs 18.f. and g. of "personal and advertising injury" are replaced by the following:

- f. The use of another's advertising idea in your "advertisement";

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g. Infringing upon another's trade dress or slogan in your "advertisement", or

h. Infringement of another's copyright, patent, trademark, or trade secret.

f. The following are added to **SECTION I AND SECTION II – COMMON POLICY CONDITIONS:**

Our Rights Regarding Claim Information

a. We will collect, receive, obtain, use, and retain all the items described in Paragraph b.(1) below and use and retain the information described in Paragraph b.(3)(b) below, in accordance with applicable federal and state laws and regulations and consistent with the performance of our business functions.

b. Subject to Paragraph a. above, we will not be restricted in or prohibited from:

(1) Collecting, receiving, or obtaining records, receipts, invoices, medical bills, medical records, wage information, salary information, employment information, data, and any other information;

(2) Using any of the items described in Paragraph b.(1) above; or

(3) Retaining:

(a) Any of the items in Paragraph b.(1) above; or

(b) Any other information we have in our possession as a result of

our processing, handling, or otherwise resolving claims submitted under this policy.

c. We may disclose any of the items in Paragraph b.(1) above and any of the information described in Paragraph b.(3)(b) above:

(1) To enable performance of our business functions;

(2) To meet our reporting obligations to insurance regulators;

(3) To meet our reporting obligations to insurance data consolidators;

(4) To meet other obligations required by law; and

(5) As otherwise permitted by law.

d. Our rights under Paragraphs a., b., and c. above shall not be impaired by any:

(1) Authorization related to any claim submitted under this policy; or

(2) Act or omission of an insured or a legal representative acting on an insured's behalf.

Electronic Delivery

With your consent, we may electronically deliver any document or notice, including a notice to renew, nonrenew, or cancel, instead of mailing it or delivering it by other means. Proof of transmission will be sufficient proof of notice.

All other policy provisions apply.

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FE-8743.1
Page 1 of 4**FE-8743.1 INLAND MARINE COMPUTER PROPERTY FORM****INSURING AGREEMENT**

We will pay for accidental direct physical loss to:

1. "Computer equipment", used in your business operations, that you own, lease from others, rent from others, or that is loaned to you. However, we do not insure "computer equipment" used to operate or control vehicles.
2. Removable data storage media used in your business operations to store "electronic data".

We do not insure property you lease to others or rent to others.

We do not insure "computer programs" or "electronic data" except as provided in the Computer Programs And Electronic Data Extension Of Coverage.

LIMIT OF INSURANCE

We will pay for all covered loss up to the limits shown on the Schedule Page.

DEDUCTIBLE

The deductible amount shown on the Schedule Page will only apply to the property covered under this form. This amount will be deducted from the amount of any loss under this coverage.

EXCLUSIONS

1. We do not insure under any coverage for any loss to any property while in transit as checked baggage on a commercial airline;
2. We do not insure for loss either consisting of, or caused by, one or more of the following:
 - a. Errors and omissions in programming. However, we do insure for any resulting loss unless the resulting loss itself is excluded;
 - b. Faulty, inadequate, unsound or defective design, specifications, workmanship, or repair. However, we do insure for any resulting loss unless the resulting loss itself is excluded;
 - c. Wear, tear, marring, scratching, rust, corrosion or deterioration. However, we do insure for any resulting loss unless the resulting loss itself is excluded;
 - d. Property that is missing, where the only evidence of the loss is a shortage disclosed on taking inventory, or other instances

where there is no physical evidence to show what happened to the property;

- e. Any dishonest or criminal act occurring at any time by you, any of your partners, employees, directors, or trustees;
 - f. Hidden or latent defect or any quality in property that causes it to damage or destroy itself. However, we do insure for any resulting loss unless the resulting loss itself is excluded; or
 - g. Obsolescence;
3. We do not insure under any coverage for any loss which would not have occurred in the absence of one or more of the following excluded events. We do not insure for such loss regardless of: (a) the cause of the excluded event; or (b) other causes of the loss; or (c) whether other causes acted concurrently or in any sequence with the excluded event to produce the loss; or (d) whether the event occurs suddenly or gradually, involves isolated or widespread damage, arises from natural or external forces, or occurs as a result of any combination of these:

a. Fungi

Growth, proliferation, spread or presence of "fungi", including:

- (1) Any loss of use or delay in repairing or replacing covered property, including any associated cost or expense, due to interference at the location of the covered property or at the location of the repair or replacement of that property by "fungi";
- (2) Any remediation of "fungi", including the cost or expense to:
 - (a) Remove the "fungi" from covered property or to repair, restore or replace that property;
 - (b) Take apart and repair any property as needed to gain access to the "fungi";
 - (c) Contain, treat, detoxify, neutralize or dispose of or in any way respond to or assess the effects of the "fungi"; or

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(d) Remove any property to protect it from the presence of or exposure to "fungi"; and

(3) The cost of any testing or monitoring of air or property to confirm the type, absence, presence or level of "fungi", whether performed prior to, during, or after removal, repair, restoration or replacement of covered property.

b. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread.

c. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion or smoke.

But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the loss caused by that fire.

d. War And Military Action

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

EXTENSIONS OF COVERAGE

1. Computer Programs And Electronic Data

a. We will pay for accidental direct loss to:

(1) The following types of "computer programs" and "electronic data" that you own, license from others, lease from others, or rent from others:

(a) "Computer programs" used in your business operations; or

(b) The "electronic data" that exists in "computer" memory or on "computer" storage media, used in your business operations.

(2) That portion of your customers' "electronic data" that is supplied to you for

processing or other use in your business operations. Coverage for customers' "electronic data" is limited to the specific data file(s) containing the information you are processing or using in your business operations.

We do not cover any property you lease to others, rent to others or license to others. We do not cover "computer equipment" or removable data storage media under this Extension Of Coverage. This coverage extension is included in the Limit Of Insurance shown on the Schedule Page.

Loss does not include any consequential loss except as may be provided in the optional Loss Of Income And Extra Expense coverage.

b. All items under the EXCLUSIONS section of this form apply to this Extension Of Coverage except:

(1) Item a. in Paragraph 2. does not apply to:

(a) "Computer programs" other than the program in which the error or omission in programming occurs; and

(b) "Electronic data"; covered under this extension;

(2) Item b. in Paragraph 2. does not apply to "electronic data" covered under this extension; and

(3) Items c. and d. in Paragraph 2. do not apply to "computer programs" and "electronic data" covered under this extension.

c. We do not provide coverage for loss to, or loss of value resulting from infringement of, your Intellectual property rights.

2. Fire Protection Devices

We will cover your expense, for up to \$25,000, to recharge or refill any fire protection devices which have been discharged to protect the covered property.

The amount we pay under this Extension Of Coverage is an additional amount of Insurance and is not subject to a deductible.

3. Debris Removal

We will cover your expense to remove the debris of covered property, caused by Covered Cause Of Loss.



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The amount we pay under this Extension Of Coverage will not increase the applicable Limit Of Insurance.

SPECIAL CONDITIONS**1. Valuation**

We agree all losses to:

a. "Computer equipment" will be determined based on the cost to repair or replace with that of similar performance, capacity or function.

b. Removable data storage media will be determined based on the cost to repair or replace that media with blank media of similar performance, capacity or function.

c. "Computer programs":

(1) That are commercial off-the-shelf will be determined based on the cost to repair or replace with that of similar performance, capacity or function; or

(2) That are not commercial off-the-shelf will be determined based on the cost of reproducing the programs if they are reproduced. If not reproduced, loss will be determined based on the cost of blank, readily available, removable data storage media, such as blank discs, with suitable capacity to store the programs.

d. "Electronic data" will be determined based on the cost of reproducing the data, if it is reproduced. If not reproduced, loss will be determined based on the cost of blank, readily available, removable data storage media, such as blank discs, with suitable capacity to store the data.

2. One Loss

If an initial loss causes other losses, all will be considered one loss. All losses that are the result of the same event will be considered one loss.

OPTIONAL COVERAGE - LOSS OF INCOME AND EXTRA EXPENSE

1. If a limit is shown on the Inland Marine Schedule Page for Loss Of Income And Extra Expense, coverage under this form is provided, subject to that limit, for the following:

a. The actual "Loss Of Income" you sustain due to the necessary "suspension" of your operations during the "period of restoration". The "suspension" must be caused by damage or destruction to property covered

under this form, by a Covered Cause Of Loss; and

b. Any necessary "extra expense" you incur during the "period of restoration" that you would not have incurred if there had been no damage or destruction to property covered under this form, by a Covered Cause Of Loss.

We will only pay for "Loss Of Income" or "extra expense" that you sustain during the "period of restoration" that occurs within 12 consecutive months after the date of loss. We will only pay for "ordinary payroll expenses" for 90 days following the date of loss.

2. We will not pay for:

a. Any "extra expense" or increase of "Loss Of Income" caused by suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of your operations, we will cover such loss that affects your "Loss Of Income" during the "period of restoration";

b. Any "extra expense" caused by suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration";

c. Any other consequential loss; or

d. Loss caused by seizure or destruction of property by order of governmental authority. But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread.

DEFINITIONS

1. "Computer" means:

a. Programmable electronic equipment that is used to store, retrieve and process data; and

b. Associated peripheral equipment that provides communication, including input and output functions such as printing and auxiliary functions such as data transmission.

"Computer" does not include those used to operate production type machinery or equipment.

2. "Computer equipment" means "computers", "computer" cables and wiring not attached to or forming a part of a building, and equipment manuals. "Computer equipment" does not mean other types of devices with internal computing capability, such as intelligent devices that contain an embedded chip or some other form of logic circuitry, or the computing components in those devices.

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3. "Computer programs" means a set of related electronic instructions which direct the operations and functions of a "computer" or device connected to it, which enable the "computer" or device to receive, process, store, retrieve or send data.
4. "Electronic data" means information, facts or "computer programs" stored as on, created or used on, or transmitted to or from "computer" software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of "computer" software which are used with electronically controlled equipment.
5. "Extra expense" means expense incurred:
- To avoid or minimize the "suspension" of business and to continue operations.
 - To minimize the "suspension" of business if you cannot continue operations.
 - To repair or replace any property to the extent it reduces the amount of loss that would otherwise have been payable under this coverage or "Loss Of Income" coverage.
6. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungus.
7. "Loss Of Income" means the sum of the amounts as described in a. and b. below:
- Net income (net profit or loss before income taxes) that would have been earned or incurred if no accidental direct loss had occurred, including:
 - "Rental value";
 - "Maintenance fees", if you are a condominium association or other similar community association;
 - Total receipts and contributions (less operating expenses) normally received during the period of disruption of operations; and
 - Tuition and fees from students, including fees from room, board, laboratories and other similar sources.
 - Continuing normal operating expenses incurred, including "ordinary payroll expenses".

Net income does not include any net income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause Of Loss on customers or on other businesses.

8. "Maintenance fees" means the regular payment made to you by unit-owners and used to service the common property.
9. "Ordinary payroll expenses":
- Mean payroll expenses for all your employees except:
 - Officers;
 - Executives;
 - Department Managers; and
 - Employees under contract;
 - Include:
 - Payroll;
 - Employee benefits, if directly related to payroll;
 - FICA payments you pay;
 - Union dues you pay; and
 - Workers' compensation premiums.
10. "Period of restoration" means the period of time that:
- Begins immediately after the time of loss to property covered by this form; and
 - Ends on the date when the property covered by this form should be repaired, rebuilt, restored or replaced with reasonable speed and similar quality.
- The expiration date of this policy will not cut short the "period of restoration".
11. "Rental value" means:
- The total anticipated rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you;
 - The amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be your obligations; and
 - The fair rental value of any portion of the described premises which is occupied by you.
12. "Suspension" means the partial slowdown or complete cessation of your business activities.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CMP-4705.2 LOSS OF INCOME AND EXTRA EXPENSE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORMThe coverage provided by this endorsement is subject to the provisions of **SECTION I — PROPERTY**, except as provided below.**COVERAGES****1. Loss Of Income**

- a. We will pay for the actual "Loss Of Income" you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by accidental direct physical loss to property at the described premises. The loss must be caused by a Covered Cause Of Loss. With respect to loss to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, then the described premises means:

- (1) The portion of the building which you rent, lease or occupy; and
- (2) Any area within the building or on the site at which the described premises are located, if that area is the only such area that:
 - (a) Services; or
 - (b) Is used to gain access to; the described premises.

- b. We will only pay for "Loss Of Income" that you sustain during the "period of restoration" that occurs after the date of accidental direct physical loss and within the number of consecutive months for Loss Of Income And Extra Expense shown in the Declarations. We will only pay for "ordinary payroll expenses" for 90 days following the date of accidental direct physical loss.

2. Extra Expense

- a. We will pay necessary "Extra Expense" you incur during the "period of restoration" that you would not have incurred if there had been no accidental direct physical loss to property at the described premises. The loss must be caused by a Covered Cause Of Loss. With respect to loss to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, then the described premises means:

- (1) The portion of the building which you rent, lease or occupy; and
- (2) Any area within the building or on the site at which the described premises are located, if that area is the only such area that:
 - (a) Services; or
 - (b) Is used to gain access to; the described premises.

- b. We will only pay for "Extra Expense" that occurs after the date of accidental direct physical loss and within the number of consecutive months for Loss Of Income And Extra Expense shown in the Declarations.

3. Extended Loss Of Income

- a. If the necessary "suspension" of your "operations" produces a "Loss Of Income" payable under this policy, we will pay for the actual "Loss Of Income" you incur during the period that:
- (1) Begins on the date property, except finished stock, is actually repaired, rebuilt or replaced and "operations" are resumed; and

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- (a) The date you could restore your "operations", with reasonable speed, to the level which would generate the Net Income amount that would have existed if no accidental direct physical loss had occurred; or
- (b) 60 consecutive days after the date determined in Paragraph a.(1) above.

However, Extended Loss Of Income does not apply to "Loss Of Income" incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause Of Loss in the area where the described premises are located.

- b. "Loss Of Income" must be caused by accidental direct physical loss at the described premises caused by any Covered Cause Of Loss.

4. Civil Authority

- a. When a Covered Cause Of Loss causes damage to property other than property at the described premises, we will pay for the actual "Loss Of Income" you sustain and necessary "Extra Expense" caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

- (1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
- (2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause Of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

- b. Civil Authority coverage for "Loss Of Income" will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

- c. Civil Authority coverage for necessary "Extra Expense" will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:

- (1) Four consecutive weeks after the date of that action; or
 - (2) When your Civil Authority coverage for "Loss Of Income" ends;
- whichever is later.

EXTENSIONS OF COVERAGE**1. Newly Acquired Property**

- a. You may extend the insurance provided by this endorsement to apply to newly acquired or constructed property covered as described in Paragraph 12. of SECTION I — EXTENSIONS OF COVERAGE of your policy.
- b. The most we will pay in any one occurrence under this coverage for "Loss Of Income" and necessary "Extra Expense" is the actual loss you sustain.

2. Interruption Of Web Site Operations

- a. You may extend the insurance provided by this endorsement to apply to the necessary interruption of your business. The interruption must be caused by an accidental direct physical loss to your Web Site Operations at the premises of a vendor acting as your service provider.

Such interruption must be caused by a Covered Cause Of Loss other than a loss covered under Equipment Breakdown Extension Of Coverage of your Business-owners Coverage Form.

(1) Coverage Time Period

We will only pay for loss you sustain during the seven-day period immediately following the first 12 hours after the Covered Cause Of Loss.

(2) Conditions

- (a) This coverage applies only if you have a back-up copy of your Web Site stored at a location other than the site of the Web Site vendor and to the extent "Loss Of Income" is permanently lost.

- (b) Notwithstanding any provision to the contrary, the coverage provided under this Interruption Of Web Site

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Operations Extension Of Coverage is primary to any LOSS OF INCOME AND EXTRA EXPENSE coverage provided by the Inland Marine Computer Property Form.

- b. The most we will pay in any one occurrence under this coverage is \$10,000.
3. **Off Premises – Loss Of Income**
- a. You may extend the Insurance provided by this endorsement to apply to the necessary "suspension" of your business. The "suspension" must be caused by an accidental direct physical loss to Covered Property while it is in the course of transit or at another premises.

If the Covered Property is located at another premises you own, lease, operate, or regularly use, the insurance provided under this extension applies only if the loss occurs within 90 days after the property is first moved.

We will only pay for loss you sustain during the period beginning immediately after the time of accidental direct physical loss caused by any Covered Cause Of Loss and ending when the property should be repaired, rebuilt or replaced with reasonable speed and similar quality.

- b. The most we will pay in any one occurrence under this coverage is \$20,000.

EXCLUSIONS

We will not pay for:

1. Any "Extra Expense", or increase of "Loss Of Income", caused by:
 - a. Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers, picketers, or any others charged with rebuilding, repairing, or replacing property; or
 - b. Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of your "operations", we will cover such loss that affects your "Loss Of Income" during the "period of restoration".
2. Any other consequential loss.

CONDITION

Resumption Of Operations

We will reduce the amount of your:

1. "Loss Of Income", other than "Extra Expense", to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
2. "Extra Expense" loss to the extent you can return "operations" to normal and discontinue such "Extra Expense".

DEDUCTIBLE

No deductible applies to the coverage provisions provided in this "Loss Of Income" endorsement.

However, for any loss covered under Paragraph 22.b.(4) of the Equipment Breakdown Extension Of Coverage of your policy, the Special Deductible for Equipment Breakdown will apply to this "Loss Of Income".

DEFINITIONS

1. "Extra Expense" means expense incurred:
 - a. To avoid or minimize the "suspension" of business and to continue "operations":
 - (1) At the described premises; or
 - (2) At replacement premises or at temporary locations, including relocation expenses, and costs to equip and operate the replacement or temporary locations;
 - b. To minimize the "suspension" of business if you cannot continue "operations"; or
 - c. To:
 - (1) Repair or replace any property; or
 - (2) Research, replace or restore the lost information on damaged "valuable papers and records"

to the extent it reduces the amount of loss that otherwise would have been payable under this coverage or "Loss Of Income" coverage.

2. "Loss Of Income" means the sum of the amounts as described in a. and b. below:
 - a. Net Income (net profit or loss before income taxes) that would have been earned or incurred if no accidental direct physical loss had occurred, including:
 - (1) "Rental value";

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(2) "Maintenance fees", if you are a condominium association or other similar community association;

(3) Total receipts and contributions (less operating expenses) normally received during the period of disruption of operations; and

(4) Tuition and fees from students, including fees from room, board, laboratories and other similar sources.

Net Income does not include any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause Of Loss on customers or on other businesses.

b. Continuing normal operating expenses incurred, including "ordinary payroll expenses".

3. "Maintenance fees" means the regular payment made to you by unit-owners and used to service the common property.

4. "Operations" means your business activities occurring at the described premises.

5. "Ordinary payroll expenses":

a. Mean payroll expenses for all your employees except:

- (1) Officers;
- (2) Executives;
- (3) Department Managers; and
- (4) Employees under contract.

b. Include:

- (1) Payroll;
- (2) Employee benefits, if directly related to payroll;
- (3) FICA payments you pay;
- (4) Union dues you pay; and
- (5) Workers' compensation premiums.

6. "Period of restoration":

a. Means the period of time that:

(1) Begins immediately after the time of accidental direct physical loss caused by any Covered Cause Of Loss at the described premises; and

(2) Ends on the earlier of:

(a) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or

(b) The date when business is resumed at a new permanent location.

b. Does not include any increased period required due to the enforcement of any ordinance or law that:

(1) Regulates the construction, use or repair, or requires the tearing down of any property; or

(2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

7. "Rental value" means:

a. The total anticipated rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you;

b. The amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be your obligations; and

c. The fair rental value of any portion of the described premises which is occupied by you.

8. "Suspension" means:

a. The partial slowdown or complete cessation of your business activities; or

b. That a part or all of the described premises is rendered untenable, if coverage for "Loss Of Income" applies.

All other policy provisions apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CMP-4238.1 AMENDATORY ENDORSEMENT (Pennsylvania)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM**1. SECTION I is amended as follows:**The following is added to Paragraph 1.e. Loss Payment of **SECTION I — CONDITIONS:****Notice Of Acceptance Or Denial Of Claim**

(a) Except as provided in Paragraph (c) below, we will give you notice, within 15 working days after we receive a properly executed proof of loss, that we:

- i. Accept your claim;
- ii. Deny your claim; or
- iii. Need more time to determine whether your claim should be accepted or denied.

If we deny your claim, such notice will be in writing, and will state any policy provision, condition or exclusion used as a basis for the denial.

If we need more time to determine whether your claim should be accepted or denied, the written notice will state the reason why more time is required.

(b) If we have not completed our investigation, we will notify you again in writing within 30 days after the date of the initial notice, as provided in Paragraph (a)iii. above, and thereafter every 45 days. The written notice will state the reason more time is needed to investigate your claim and when you may expect us to reach a decision on your claim.

(c) The notice procedures in Paragraphs (a) and (b) above do not apply if we have a reasonable basis, supported by specific information, to suspect that an insured has fraudulently caused or contributed to the loss by arson or other illegal activity. Under such circumstances, we will notify you of the disposition of your claim within a period of time reasonable to allow full investigation of the claim after we receive a properly executed proof of loss.

2. Paragraph b. under Section II Exclusion 3. Liquor Liability is replaced by the following:

b. This exclusion applies only if you:

(1) Manufacture, sell or distribute alcoholic beverages; or

(2) Serve or furnish alcoholic beverages:

- (a) As a regular part of your business;
- (b) For a charge whether or not such activity:
 - i. Requires a license or
 - ii. Is for the purpose of financial gain or livelihood; or
- (c) Without a charge, if a license is required for such activity.

As used in this Exclusion, "charge" does not mean a fee paid to defray expenses resulting from the giving or serving of alcoholic beverages at functions incidental to your business.

3. The following is added to Coverage M — Medical Expenses Exclusions under SECTION II — MEDICAL EXPENSES:**COVERAGE M — MEDICAL EXPENSES** does not apply to funeral services.**4. SECTION I AND SECTION II — COMMON POLICY CONDITIONS is amended as follows:**

a. The following is added to Paragraph 11. Transfer Of Your Rights And Duties Under This Policy:

If you die, this policy will remain in effect as provided in Paragraphs a. or b. below, whichever is later:

- a. For 180 days after your death regardless of the policy period shown in the Declarations, unless the insured property is sold prior to that date; or
- b. Until the end of the policy period shown in the Declarations, unless the insured property is sold prior to that date.

Coverage during the period of time after your death is subject to all provisions of this policy including payment of any premium

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due for the policy period shown in the Declarations and any extension of that period.

b. The following is added:

Cancellation

- a.** The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

b. Cancellation Of Policies In Effect For:

(1) Less Than 60 Days

If this policy has been in effect for less than 60 days and is not a renewal or continuation with us, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.

(2) 60 Days Or More

- (a)** If this policy has been in effect for 60 days or more or is a renewal or continuation of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- i.** You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit;
- ii.** You have made a material misrepresentation which affects the insurability of the risk;
- iii.** A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has been known during the policy period;
- iv.** Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as

directly affecting in-force policies;

- v.** Material failure to comply with policy terms, conditions or contractual duties; or
- vi.** Other reasons that the Insurance Commissioner may approve.

- (b)** If we cancel, we will mail or deliver to the first Named Insured written notice of cancellation at least:

- i.** 15 days before the effective date of cancellation if we cancel for failure to pay a premium when due as described in Paragraph (2)(a)i. above, unless this policy insures a residential structure as described in (b)ii. below;
- ii.** 30 days before the effective date of cancellation if this policy covers a residential structure consisting of four or less household units, one of which is occupied by the owner, and we cancel for failure to pay a premium when due as described in Paragraph (2)(a)i. above;
- iii.** 15 days before the effective date of cancellation if we cancel because you made a material misrepresentation which affects the insurability of the risk, as described in Paragraph (2)(a)ii.; or
- iv.** 60 days before the effective date of cancellation if we cancel for any reason described in (2)(a)iii., iv., v., or vi. above.

This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

- c.** Notice of cancellation will state the specific reasons for and the effective date

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of cancellation. The policy period will end on that date.

- d. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.
- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata and will be returned to the first Named Insured not later than 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned to the first Named Insured not later than 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.

Where the amount of premium to be returned cannot be calculated precisely within the required time period for return of premium because:

- (1) The policy was written on the basis of an estimated premium; or
- (2) The policy was issued subject to a premium audit;

unearned premium will be returned to the first Named Insured on an estimated basis.

Once we complete the computation of the exact premium to be returned, an additional return premium or charge will be made to the first Named Insured within 15 days of the final computation.

- f. If this policy insured more than one Named Insured:
 - (1) The first Named Insured may affect cancellation for the account of all insureds; and
 - (2) Our notice of cancellation to the first Named Insured is notice to all insureds. Payment of unearned premium to the first Named Insured is for the account of all interests therein.

When We Do Not Renew

If we decide not to renew this policy, we will mail or deliver to the first Named Insured

shown in the Declarations written notice of the nonrenewal, stating the specific reason for nonrenewal, at least 60 days before the expiration date.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

Increase Of Premium

If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

Consultation Exemption

- a. We, our agents, employees, or service contractors acting on our behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incidental to the application for, issuance, renewal or continuation of a policy of insurance:

- (1) Surveys;
- (2) Consultation or advice; or
- (3) Inspections.

- b. The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that we, our agents, employees or service contractors acting on our behalf, are not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

- c. The Act does not apply:

- (1) If the injury, death or loss occurred during the actual performance of the services and was caused by our negligence or the negligence of our agents, employees or service contractors;

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(2) To consultation services required to be performed under a written service contract not related to a policy of insurance; or

(3) If any acts or omissions of ours, our agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

5. THE FOLLOWING ADDITIONAL PROVISIONS ARE APPLICABLE ONLY TO POLICIES INSURING CONDOMINIUMS:

a. **SECTION I — CONDITIONS** is amended as follows:

Paragraphs **2.b.(2)**, **2.b.(6)** and **2.b.(7)** under Mortgageholders are replaced by the following:

(2) We will:

(a) If the condominium is terminated, pay for covered loss to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.

(b) In all other respects, pay for loss to buildings or structures to you or the designated insurance trustee in accordance with Loss Payment of **SECTION I — CONDITIONS**.

(6) If we cancel this policy, we will give written notice to the mortgageholder at least 30 days before the effective date of cancellation.

(7) If we elect not to renew this policy, we will give written notice to the mortgageholder at least 30 days before the expiration date of this policy.

b. The following is added to **SECTION I AND SECTION II — COMMON POLICY CONDITIONS**:

Unit-Owner Acts Or Omissions

No act or omission by any unit-owner or holder of an interest as security for an obligation will void this policy or be a condition to recovery under this policy. But this does not apply to unit-owners or interest holders acting within the scope of their authority on behalf of the association.

All other policy provisions apply.

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FE-8739
Page 1 of 3**FE-8739 INLAND MARINE CONDITIONS**

Coverage in the Inland Marine Form is primary to any coverage provided in the policy this Form is attached to, for the same property.

The following Conditions also apply:

1. **Agreement.** We agree to provide the insurance described in this policy. You agree to pay premiums when due and comply with the provisions of this policy.
2. **Definitions.** Throughout this policy, the words "you" and "your" refer to the Named Insured and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.
3. **Valuation.** The value of covered property will be determined based on the provisions in the applicable coverage form attached.
4. **Loss Payment.** In the event of loss covered by this policy:
 - a. We will give notice, within 30 days after we receive the sworn statement of loss, of our intent to settle the loss according to one of the following methods:
 - (1) Pay the value of lost or damaged property as determined in the Valuation Condition shown in the applicable coverage form;
 - (2) Pay the cost of replacing or repairing the lost or damaged property, plus any reduction in value of repaired items;
 - (3) Take all or any part of the property at an agreed or appraised value; or
 - (4) Repair, rebuild or replace the property with other property of like kind and quality;
 - b. We will not pay you more than your financial interest in the covered property;
 - c. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the covered property;
 - d. We may elect to defend you, at our expense, against suits arising from claims of owners of property;
 - e. We will pay for covered loss within 30 days after we receive the sworn statement of loss, if:
 - (1) You have complied with all of the terms of this policy; and
 - (2) We have reached agreement with you on the amount of loss or an appraisal award has been made.
5. **Duties in the Event of Loss.** You must see that the following are done in the event of loss to covered property:
 - a. Notify the police if a law may have been broken;
 - b. Give us prompt notice of the loss. Include a description of the lost or damaged property in the notice;
 - c. As soon as possible, give us a description of how, when and where the loss occurred;
 - d. Take all reasonable steps to protect the covered property from further damage by an insured loss. If feasible, set the damaged property aside and in the best possible order for examination. Also keep a record of your emergency and temporary repair expenses for consideration in the settlement of the claim. This will not increase the limit of insurance;
 - e. At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed;
 - f. Permit us to inspect the property and records proving the loss;
 - g. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. In such event, your answers must be signed;
 - h. Send us a signed, sworn statement of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms;
 - i. Cooperate with us in the investigation or settlement of the claim;

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- j. Resume all or part of your business activities at the described premises as quickly as possible.
6. **Appraisal.** If you and we disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. Each party will notify the other of the selected appraiser's identity within 20 days after receipt of the written demand for an appraisal. The two appraisers will select an umpire. If the appraisers cannot agree upon an umpire within 15 days, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
- Pay its chosen appraiser; and
 - Bear the other expenses of the appraisal and umpire equally.
- If we submit to an appraisal, we will still retain our right to deny the claim.
7. **Abandonment.** There can be no abandonment of any property to us.
8. **Legal Action Against Us.** No one may bring legal action against us under this insurance unless:
- There has been full compliance with all of the terms of this insurance; and
 - The action is brought within two years after the date on which the accidental direct physical loss occurred. But if the law of the state in which this policy is issued allows more than two years to bring legal action against us, that longer period of time will apply.
9. **Recovered Property.** If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property subject to the limit of insurance.
10. **No Benefit to Bailee.** No person or organization, other than you, having custody of covered property will benefit from this insurance.

11. **Knowledge or Control.** We will not pay for loss while the chance of loss is increased by any means within your knowledge or control.
12. **Policy Period, Coverage Territory.** We cover loss commencing during the policy period and within or between the coverage territory. The coverage territory is the United States of America (including its territories and possessions), Puerto Rico and Canada.

13. Changes

- This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.
- We may change the Named Insured's policy address as shown in the Declarations and in our records to the most recent address provided to us by:

- (1) You; or
- (2) The United States Postal Service.

14. **Concealment, Misrepresentation or Fraud.** This policy is void in any case of fraud by you as it relates to the policy at any time. It is also void if you or any other insured intentionally conceal or misrepresent a material fact concerning:

- This policy;
- The covered property;
- Your interest in the covered property; or
- A claim under this policy.

15. **Examination of Your Books and Records.** We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

16. Inspections and Surveys

- We have the right to:
 - (1) Make inspections and surveys at any time;
 - (2) Give you reports on the conditions we find; and
 - (3) Recommend changes.



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- b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
- (1) Are safe and healthful; or
 - (2) Comply with laws, regulations, codes or standards.
- c. Paragraphs a. and b. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- 17. Liberalization.** If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.
- 18. Other Insurance.** If loss covered by this policy is also covered by other insurance written in your name, we will not pay for a greater proportion of the covered loss than this policy's Limit of Insurance bears to the total amount of insurance covering such loss.
- 19. Premiums**
- a. The first Named Insured shown in the Declarations:
 - (1) Is responsible for the payment of all premiums; and
 - (2) Will be the payee for any return premiums we pay.
 - b. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.
 - c. You may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:
 - (1) Paid to us prior to the anniversary date; and
 - (2) Determined in accordance with Paragraph b. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.

- d. Undeclared exposures, acquisition, or change in your business operation may occur during the policy period that are not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.
- 20. Transfer of Rights of Recovery Against Others to Us.** If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:
- a. Prior to a loss to your Covered Property.
 - b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - (1) Someone insured by this insurance;
 - (2) A business firm:
 - (a) Owned or controlled by you; or
 - (b) That owns or controls you; or
 - (3) Your tenant.
- You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.
- This will not restrict your insurance.
- 21. Transfer of Your Rights and Duties Under This Policy.** Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.
- 22. Conformity to State Law.** When a provision of this policy is in conflict with the applicable law of the state in which this policy is issued, the law of the state will apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CMP-4710 EMPLOYEE DISHONESTY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORMThe following is added as an Extension of Coverage under **SECTION I — EXTENSIONS OF COVERAGE**.**Employee Dishonesty**

1. We will pay for direct physical loss to Business Personal Property and "money" and "securities" resulting from dishonest acts committed by any of your "employees" acting alone or in collusion with other persons (except you or your partner) with the manifest intent to:
 - a. Cause you to sustain loss; and
 - b. Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other "employee" benefits earned in the normal course of employment) for:
 - (1) Any "employee"; or
 - (2) Any other person or organization intended by that "employee" to receive that benefit.

2. The most we will pay for loss under this Coverage in any one occurrence, regardless of the number of described premises, is the Limit Of Insurance for Employee Dishonesty shown in the Declarations, even if the occurrence includes more than one policy period.

The amount we pay under this Extension of Coverage is an additional amount of insurance.

Regardless of the amount of the Basic Deductible, the most we will deduct from any loss under this Extension of Coverage in any one occurrence is the applicable deductible listed for Employee Dishonesty under Special Deductibles shown in the Declarations.

3. We will determine the value of:
 - a. "Money" at its face value; and
 - b. "Securities" at their value at the close of business on the day the loss is discovered.
4. All loss:
 - a. Caused by one or more persons; or

- b. Involving a single act or series of acts; is considered one occurrence.

5. With respect to coverage provided by this endorsement:
 - a. Paragraph 2. of **Property Not Covered** does not apply.
 - b. Paragraph 1.d. of **Property Subject To Limitations** does not apply.
 - c. Paragraph 2.f. of **SECTION I — EXCLUSIONS** does not apply.
 - d. The first paragraph under **SECTION I — EXTENSIONS OF COVERAGE** does not apply.

6. We will not pay for loss:
 - a. Resulting from any dishonest or criminal act that you or any of your partners commit whether acting alone or in collusion with other persons.
 - b. When the only proof of its existence or amount is:
 - (1) An inventory computation; or
 - (2) A profit and loss computation.

7. This Coverage does not apply to any "employee" immediately upon discovery by:
 - a. You; or
 - b. Any of your partners, "members", "managers", officers, directors, or trustees not in collusion with the "employee";

of any dishonest act committed by that "employee" before or after being hired by you.

8. We will pay only for loss you sustain through acts committed or events occurring during the policy period.

These acts must be discovered no later than one year from the end of the policy period.

9. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit Of Insurance cumulates from year to year or period to period.

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10. If any loss is covered:

- a. Partly by this insurance; and
- b. Partly by any prior cancelled or terminated insurance or expired policy period that we or any affiliate had issued to you or any predecessor in interest;

the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.

11. If you (or any predecessor in interest) sustained loss during the policy period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss had expired, we will pay for it under this Coverage, provided:

- a. This Coverage became effective at the time of cancellation or termination of the prior insurance; and
- b. The loss would have been covered by this Coverage had it been in effect when the acts or events causing the loss were committed or occurred.

12. The insurance under Paragraph 11. above is part of, not in addition to, the Limit Of Insurance applying to this Coverage and is limited to the lesser of the amount recoverable under:

- a. This Coverage as of its effective date; or
- b. The prior insurance had it remained in effect.

13. With respect to this Coverage "employee" means:

- a. Any natural person:
 - (1) While in your service or for 30 days after termination of service;
 - (2) Who you compensate directly by salary, wages or commissions; and

(3) Who you have the right to direct and control while performing services for you;

- b. Any "manager", director, officer or trustee, whether compensated or not, except while performing acts outside the scope of their normal duties;
- c. Any natural person who is furnished temporarily to you:
 - (1) To substitute for a permanent "employee" as described in Paragraph a. above, who is on leave; or
 - (2) To meet seasonal or short-term work load conditions;
- d. Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary "employee" as described in Paragraph c. above;
- e. Any natural person who is a former "employee", director, officer, partner, "member", "manager", representative or trustee retained as a consultant while performing services for you; or
- f. Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside any building you occupy in conducting your business.

But this does not include any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character.

All other policy provisions apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CMP-4775 SPOILAGE COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following provisions apply to the coverage provided by this endorsement:

Under **SECTION I — EXTENSIONS OF COVERAGE**, the following is added:**Spoilage**

1. You may extend the insurance that applies to Business Personal Property to accidental direct physical loss to "perishable goods", caused by:
 - a. Breakdown, meaning a change in temperature, humidity or pressure resulting from mechanical breakdown or mechanical failure to refrigerating, cooling or humidity control equipment.
Mechanical breakdown and mechanical failure do not mean power interruption, regardless of how or where the interruption is caused and whether or not the interruption is complete or partial;
 - b. Contamination by a refrigerant; or
 - c. Power Outage, meaning a change in temperature, humidity or pressure resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.
2. We will also pay for the reasonable cost you incur to avoid the imminent spoilage of your "perishable goods" resulting from mechanical breakdown or mechanical failure to refrigerating, cooling or humidity control equipment on transporting conveyances that you own or lease, but are not at a premises you own, lease or operate.

This cost will only include:

- a. Expenses of a replacement vehicle, including the additional wages of the driver of that replacement vehicle;
- b. Wages for laborers to unload the disabled vehicle and reload the replacement vehicle; and

- c. Expenses for temporary storage in cold storage facilities while awaiting disposition of the product.

3. **SECTION I — EXCLUSIONS** is amended by the following:

- a. Of the exclusions listed in Paragraph 1. under **SECTION I — EXCLUSIONS**, only the following apply to this Spoilage Coverage Extension:

- (1) Earth Movement;
- (2) Volcanic Eruption;
- (3) Governmental Action;
- (4) Nuclear Hazard;
- (5) War And Military Action; and
- (6) Water.

- b. To the extent that coverage is provided by this endorsement, Exclusions 2.a., 2.j., 2.l.(6), 2.l.(7)(a), and 2.l.(7)(b) do not apply.

4. The following additional exclusion applies:

We do not insure for loss whether consisting of, or directly and immediately caused by, one or more of the following:

- a. The disconnection of any refrigerating, cooling or humidity control equipment from their source of power.
- b. The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current.
- c. The inability of an electrical utility company or other power source to provide sufficient power due to:
 - (1) Lack of fuel; or
 - (2) Governmental order.
- d. The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand.

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- e. Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control equipment.
5. The most we will pay under this Spoilage Coverage endorsement is the Limit Of Insurance shown in the Declarations under:
- Spoilage – On Premises, for any loss covered under Paragraph 1. of this endorsement, where the loss to "perishable goods" occurs at the described premises.
 - Spoilage – Off Premises, for any loss covered under Paragraph 1. of this endorsement, where the loss to "perishable goods"

occurs at a premises you do not own, lease or operate.

- c. Spoilage – Expediting Expense, for any costs covered under Paragraph 2. of this endorsement.

The amount we pay under this Extension Of Coverage will not increase the applicable Limit Of Insurance.

However, there is no coverage under this Spoilage Extension Of Coverage to the extent coverage is provided under the Equipment Breakdown Extension of Coverage.

All other policy provisions apply.

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FE-3659 ACTUAL CASH VALUE ENDORSEMENT

The following is added to any provision which uses the term "actual cash value":

Actual cash value means the value of the damaged part of the property at the time of loss, calculated as the estimated cost to repair or replace such property, less a deduction to account for pre-loss depreciation. For this calculation, all components of this estimated cost including, but not limited to:

- materials, including any tax;
- labor, including any tax; and
- overhead and profit;

are subject to depreciation.

The depreciation deduction may include such considerations as:

- age;
- condition;
- reduction in useful life;
- obsolescence; and
- any pre-loss damage including wear, tear, or deterioration;

of the damaged part of the property.

Actual cash value applies to the valuation of property regardless of whether that property has sustained a partial or total loss.

All other policy provisions apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CMP-4706 BACK-UP OF SEWER OR DRAIN

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

1. We will pay for accidental direct physical loss to Covered Property described under Coverage B – **Business Personal Property** directly and immediately caused solely by water or sewage:

- That enters through a sewer or drain located inside the interior of the structure; or
- Which enters into and overflows from within a sump pump, sump pump well, or any other system located inside the interior of the structure, designed to remove subsurface water drained from the foundation area.

2. Coverage provided by this endorsement does not apply if:

- You fail to keep a sump pump or its related equipment in proper working condition;
- You fail to perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions; or
- The loss occurs, or is in progress within the first 5 days of the inception of this endorsement. However, this provision does not apply when the coverage is continued as part of your policy renewal.

3. The most we will pay for loss in any one occurrence, at the described premises, under this endorsement is the Limit Of Insurance for Back-up Of Sewer Or Drain shown in the Declarations.

The amount that we pay under this endorsement is an additional amount of insurance.

4. With respect to the coverage provided under this endorsement, Paragraph 1.h. Water of SECTION I — EXCLUSIONS is replaced by the following:

h. Water

- Flood, surface water, waves (including tidal wave, tsunami, and seiche), tides, tidal water, overflow of any body of water, or spray or surge from any of these, all whether driven by wind or not, except as specifically provided in the BACK-UP OF SEWER OR DRAIN endorsement;

- Mudslide or mudflow;

- Water or sewage that backs up or overflows from a sewer, drain or sump, except as specifically provided in the BACK-UP OF SEWER OR DRAIN endorsement;

- Water or sewage under the ground surface pressing on, or flowing or seeping through:

- Foundations, walls, floors or paved surfaces;

- Basements, whether paved or not; or

- Doors, windows or other openings; or

- Material carried or otherwise moved by any of the Water, as described in Paragraphs (1) through (4) above.

But if Water, as described in Paragraphs (1) through (5), results in accidental direct physical loss by fire, explosion or sprinkler leakage, we will pay for the loss caused by that fire, explosion or sprinkler leakage.

5. The following provisions, if part of your policy, do not apply to loss covered under this endorsement:

- Inflation Coverage and Business Personal Property Limit Seasonal Increase under SECTION I — LIMITS OF INSURANCE;

- SECTION I — EXTENSIONS OF COVERAGE other than:

- Debris Removal;
- Preservation Of Property; and
- Pollution Clean Up And Removal;

- LOSS OF INCOME AND EXTRA EXPENSE; and

- Any endorsement provisions that add coverage for any type of direct, indirect or consequential losses.

All other policy provisions apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CMP-4709 MONEY AND SECURITIES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORMThe following is added as an Extension of Coverage under **SECTION I — EXTENSIONS OF COVERAGE**.**Money And Securities**

1. We will pay for loss of "money" and "securities" used in your business while at a bank or savings institution, within your living quarters or the living quarters of your partners or any employee having use and custody of the property, at the described premises, or in transit between any of these places, resulting directly from:
 - a. Theft, meaning any act of stealing;
 - b. Disappearance; or
 - c. Destruction.
2. The most we will pay for loss to "money" and "securities" in any one occurrence under this Coverage is:
 - a. The Limit Of Insurance for Money And Securities (On Premises) shown in the Declarations while:
 - (1) In or at the described premises; or
 - (2) Within a bank or savings institution; and
 - b. The Limit Of Insurance for Money And Securities (Off Premises) shown in the Declarations while anywhere else.

The amount we pay under this Extension of Coverage is an additional amount of insurance.

Regardless of the amount of the Basic Deductible, the most we will deduct from any loss under this Extension of Coverage in any one occurrence is the applicable deductible listed for Money And Securities under Special Deductibles shown in the Declarations.

3. We will determine the value of:
 - a. "Money" at its face value; and
 - b. "Securities" at their value at the close of business on the day the loss is discovered.
4. With respect to coverage provided by this endorsement:
 - a. Paragraph 2. of **Property Not Covered** does not apply.
 - b. Paragraphs 1.c. and 1.d. of **Property Subject To Limitations** does not apply.
5. All loss:
 - a. Caused by one or more persons; or
 - b. Involving a single act or series of related acts;
 is considered one occurrence.
6. We will not pay under this Extension Of Coverage for loss consisting of one or more of the following:
 - a. Resulting from accounting or arithmetical errors or omissions;
 - b. Due to the giving or surrendering of property in any exchange or purchase; or
 - c. Of property contained in any "money"-operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.
7. You must keep records of all "money" and "securities" so we can verify the amount of any loss.

All other policy provisions apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CMP-4704.1 DEPENDENT PROPERTY — LOSS OF INCOME

This endorsement modifies insurance provided under the following:

LOSS OF INCOME AND EXTRA EXPENSEThe following coverage is added to the **EXTENSIONS OF COVERAGE**:**Dependent Properties**

- a. We will pay for the "Loss Of Income" and any necessary "Extra Expense" you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by an accidental direct physical loss to "dependent property" caused by a Covered Cause Of Loss.

However, coverage under this endorsement does not apply when the only loss to "dependent property" is loss to "electronic data", including destruction or corruption of "electronic data". If the "dependent property" sustains loss to "electronic data" and other property, coverage will not continue once the other property is repaired, rebuilt or replaced.

The most we will pay in any one occurrence under this endorsement, regardless of the number of described premises, is the Limit Of Insurance for Dependent Property — Loss Of Income shown in the Declarations.

- b. We will reduce the amount payable under this endorsement to the extent you can resume "operations", in whole or in part, by using any other available:
- (1) Source of materials; or
 - (2) Outlet for your products.
- c. With respect to this endorsement the following definitions are added:
- (1) "Dependent property" means property owned by others whom you depend on to:
 - (a) Deliver materials or services to you or to others for your account. But services does not mean water supply services, power supply services, or

communication services, including services relating to internet access or access to any electronic network;

- (b) Accept your products or services;
- (c) Manufacture your products for delivery to your customers under contract for sale; or
- (d) Attract customers to your business.

The "dependent property" must be located in the coverage territory of this policy.

- (2) "Period of restoration", with respect to dependent property, means the period of time that:

- (a) Begins immediately after the time of accidental direct physical loss caused by any Covered Cause Of Loss at the premises of the dependent property; and
- (b) Ends on the date when the property at the premises of the dependent property should be repaired, rebuilt or replaced with reasonable speed and similar quality.

The "period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- (a) Regulates the construction, use or repair, or requires the tearing down of any property; or
- (b) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not reduce the "period of restoration".

All other policy provisions apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CMP-4572 AMENDMENT OF PREMIUMS CONDITION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORMParagraph 8. under **SECTION I AND SECTION II – COMMON POLICY CONDITIONS** is replaced by the following:**8. Premiums**

- a. The first Named Insured shown in the Declarations:

- (1) Is responsible for the payment of all premiums; and
- (2) Will be the payee for any return premiums we pay.

- b. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

- c. Unless otherwise provided by an alternative payment plan in effect with "State Farm Companies", you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:

- (1) Paid to us prior to the anniversary date; and
- (2) Determined in accordance with Paragraph b. above.

Our forms then in effect will apply.

- d. Undeclared exposures or change in your business operation, acquisition or use of premises may occur during the policy period that are not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

When you request changes to this policy, or the information or factors used to calculate the premium for this policy changes during the policy period, we may adjust the premium in accordance with the change

during the policy period and you must pay any additional premium due within the time we specify.

- e. The premium for this policy may vary based upon:

- (1) The purchase of other products or services from the "State Farm Companies".
- (2) The purchase of products or services from an organization that has entered into an agreement or contract with the "State Farm Companies". The "State Farm Companies" do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization; or
- (3) An agreement, concerning the insurance provided by this policy, that the "State Farm Companies" has with an organization in which you have a membership, or of which you are a subscriber, licensee, or franchisee.

- f. Your purchase of this policy may allow:

- (1) You to purchase or obtain certain coverages, coverage options, coverage deductibles, coverage limits, or coverage terms on other products from the "State Farm Companies", subject to their applicable eligibility rules; or
- (2) The premium or price for other products or services purchased by you, including non-insurance products or services, to vary. Such other products or services must be provided by the "State Farm Companies" or by an organization that has entered into an agreement or contract with the "State Farm Companies". The "State Farm Companies" do not warrant the merchantability, fitness or quality of any product or service offered or provided by that organization.

All other policy provisions apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CMP-4703.1 UTILITY INTERRUPTION — LOSS OF INCOME

This endorsement modifies insurance provided under the following:

LOSS OF INCOME AND EXTRA EXPENSEThe following coverage is added to the **EXTENSIONS OF COVERAGE**:**Utility Interruption**

- a. We will pay for the "Loss Of Income" and any necessary "Extra Expense" you sustain due to the necessary "suspension" of your "operations" during the "period of restoration" at the described premises caused by an interruption in "utility service" to that premises. The interruption in "utility service" must result from an accidental direct physical loss by a "specified cause of loss" to the property described in Paragraph b.(2).

The most we will pay in any one occurrence under this endorsement, regardless of the number of described premises, is the Limit Of Insurance for Utility Interruption — Loss Of Income shown in the Declarations.

- b. With respect to this endorsement the following definitions are added:

(1) "Period of Restoration" means:

- (a) The period of time that begins when the "utility service" to the described premises has been interrupted for eight continuous hours; and

- (b) Ends when the interrupted "utility service" has been restored to the described premises for two continuous hours.

(2) "Utility Service" means:

- (a) Water supply services, meaning the following types of property supplying water to the described premises:

- i. Pumping stations; and
- ii. Water mains.

- (b) Communication supply services, meaning property supplying communication services, including telephone, radio, microwave or television services, to the described premises, such as:

- i. Communication transmission lines, including optic fiber transmission lines;
- ii. Coaxial cables; and
- iii. Microwave relays except satellites.

- (c) Power supply services, meaning the following types of property supplying electricity, steam or gas to the described premises:

- i. Utility generating plants;
- ii. Switching stations;
- iii. Substations;
- iv. Transformers; and
- v. Transmission lines.

There is no coverage under this endorsement to the extent coverage is provided under the Equipment Breakdown Extension of Coverage of your policy.

All other policy provisions apply.

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In accordance with the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015, this disclosure is part of your policy.

FE-6999.2 POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is not excluded from your current policy. However your policy does contain other exclusions which may be applicable, such as an exclusion for nuclear hazard. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under this policy, any covered losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on

January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

There is no separate premium charged to cover insured losses caused by terrorism. Your insurance policy establishes the coverage that exists for insured losses. This notice does not expand coverage beyond that described in your policy.

THIS IS YOUR NOTIFICATION THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER YOUR POLICY MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CMP-4409 PHYSICIANS AND SURGEONS EQUIPMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SECTION I — PROPERTY is modified as follows:

1. Paragraph 3.b. under **Property Subject To Limitations** is replaced by the following:
 - b. \$2,500 for jewelry and watches, watch movements, jewels, pearls, precious and semi-precious stones and radium. This limitation does not apply to jewelry and watches worth \$100 or less per item;
2. The following is added to **SECTION I — EXTENSIONS OF COVERAGE:**

Physicians And Surgeons Equipment

You may extend the insurance that applies to Business Personal Property to apply to accidental direct physical loss, by a Covered Cause Of Loss, to medical, surgical and dental equipment and instruments (including tools, materials, supplies and scientific books) used by the insured in the medical or dental profession, while it is in the course of transit or at another premises you do not own, lease or operate.

There is no coverage under any other Extension Of Coverage to the extent that coverage is provided by this Extension Of Coverage. The amount we pay under this Extension Of Coverage will not increase the applicable Limit Of Insurance.

All other policy provisions apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CMP-4525 AMENDMENT OF OCCURRENCE DEFINITION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The definition of "occurrence" under **SECTION II — DEFINITIONS** of **SECTION II — LIABILITY** is replaced by the following:

17. "Occurrence" means an:
 - a. accident, including continuous or repeated exposure to substantially the same general harmful conditions, or
 - b. event, including continuous or repeated exposure to substantially the same general harmful conditions, that causes "bodily injury" or "property damage" included in the "products-completed operations hazard".

All other policy provisions apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CMP-4825 BRANDS AND LABELS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORMThe following is added under **SECTION I — EXTENSIONS OF COVERAGE:****Brands And Labels**

- a. If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause Of Loss, we may take all or any part of the property at an agreed or appraised value. If so, you may:

(1) Stamp the word salvage on the merchandise or its containers, if the stamp will not physically damage the merchandise; or

(2) Remove the brands or labels, if doing so will not physically damage the merchandise.

You must relabel the merchandise or its containers to comply with the law.

- b. We will pay reasonable costs you incur to perform the activity described in a.(1) or a.(2) above. But the most we will pay for these costs in any one occurrence under this Extension Of Coverage is the Limit Of Insurance for Brands And Labels shown in the Declarations.

The amount we pay under this Extension Of Coverage is an additional amount of insurance.

All other policy provisions apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CMP-4802 ADDITIONAL INSURED — LESSOR OF LEASED EQUIPMENT**

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

SCHEDULE**Policy Number:** 98-NW-6104-4**Named Insured:**

WANO CHIROPRACTIC WEIGHT LOSS
& NUTRITION CENTERS INC
193 W BEAU ST
WASHINGTON PA 15301-4401

Name and Address of Additional Insured Person or Organization:

COURT SQUARE LEASING CORP
15325 SE 30TH PL STE 100
BELLEVUE WA 98007-6597

1. **SECTION II — WHO IS AN INSURED** of **SECTION II — LIABILITY** is amended to include as an additional insured, any person or organization shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
2. With respect to the insurance afforded to the person or organization shown in the Schedule, this insurance does not apply to any "occurrence" or offense which takes place after the equipment lease expires.
3. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.
4. **Primary Insurance.** The insurance afforded the additional insured shall be primary insurance. Any insurance carried by the additional insured shall be noncontributory with respect to coverage provided by you.

There will be no refund of premium in the event this endorsement is cancelled.
All other policy provisions apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CMP-4788 ADDITIONAL INSURED — MANAGERS OR LESSORS OF PREMISES


This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 98-NW-6104-4

Named Insured:

WANO CHIROPRACTIC WEIGHT LOSS
& NUTRITION CENTERS INC
193 W BEAU ST
WASHINGTON PA 15301-4401

Name And Address Of Additional Insured Person Or Organization:

WASHINGTON FINANCIAL BANK
ITS SUCCESSORS AND/OR ASSIGNS
77 S MAIN ST
WASHINGTON PA 15301-6824

Location Of Premises (Part Leased To You):

193 W BEAU ST, WASHINGTON PA 15301-4401

1. **SECTION II — WHO IS AN INSURED** of **SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule.
2. With respect to the insurance afforded the additional insured, this insurance does not apply to:
 - a. Any "occurrence" or offense which takes place after you cease to be a tenant in the premises shown in the Schedule.
 - b. Structural alterations, new construction or demolition operations performed by or for that additional insured.
3. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.
4. **Primary Insurance.** The insurance afforded the additional insured shall be primary insurance. Any insurance carried by the additional insured shall be noncontributory with respect to coverage provided by you.

All other policy provisions apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CMP-4788 ADDITIONAL INSURED — MANAGERS OR LESSORS OF PREMISES


This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

SCHEDULE**Policy Number:** 98-NW-6104-4**Named Insured:**

WANO CHIROPRACTIC WEIGHT LOSS
& NUTRITION CENTERS INC
193 W BEAU ST
WASHINGTON PA 15301-4401

Name And Address Of Additional Insured Person Or Organization:

WASHINGTON FINANCIAL BANK
ITS SUCCESSORS AND/OR ASSIGNS
77 S MAIN ST
WASHINGTON PA 15301-6824

Location Of Premises (Part Leased To You):

193 W BEAU ST, WASHINGTON PA 15301-4401

1. **SECTION II — WHO IS AN INSURED** of **SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule.
2. With respect to the insurance afforded the additional insured, this insurance does not apply to:
 - a. Any "occurrence" or offense which takes place after you cease to be a tenant in the premises shown in the Schedule.
 - b. Structural alterations, new construction or demolition operations performed by or for that additional insured.
3. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.
4. **Primary Insurance.** The insurance afforded the additional insured shall be primary insurance. Any insurance carried by the additional insured shall be noncontributory with respect to coverage provided by you.

All other policy provisions apply.

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98-NW-6104-4 008594

98-NW-6104-4 008595

CMP-4839
Page 1 of 2

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CMP-4839 LOSS PAYABLE**

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

ST3
2827-2000**Policy Number:** 98-NW-6104-4**Named Insured:**

WANO CHIROPRACTIC WEIGHT LOSS
& NUTRITION CENTERS INC
193 W BEAU ST
WASHINGTON PA 15301-4401

Name And Address Of Loss Payee:

COURT SQUARE LEASING CORP
15325 SE 30TH PL STE 100
BELLEVUE WA 98007-6597

Interest/Description Of Property:**Loan Number:**

Loss under this policy will be payable to the above named Loss Payee as lender, mortgagee or trustee as their interests may appear.

The Loss Payee now has or will acquire from time to time an insurable interest in certain property insured under this policy. Such interests will be established by warehouse receipts, bills of lading, documentary or other written evidence.

The interest of the Loss Payee will not be impaired by:

1. Any act or neglect of the borrower, mortgagor or owner of the above described property except as provided in the last paragraph of this endorsement;
2. Any change in the title or ownership of the property; or
3. A more hazardous occupancy of the premises where the property is located than is permitted by this policy.

However, in case the borrower, mortgagor or owner neglects to pay any premium due under this policy, the Loss Payee will, on demand, pay the premium.

The Loss Payee will notify us of any change of ownership or occupancy or increase of hazard of which it becomes aware. Unless permitted by this policy, such change or increase will be noted on the policy and the Loss Payee will, on demand, pay the premium for the increased hazard for the term of the use thereof, otherwise this policy will be null and void.

We reserve the right to cancel this policy at any time as provided by its terms. If we do so, this policy will continue in force for the benefit only of the Loss Payee for 20 days after notice to the Loss Payee of such cancellation and will then cease. We have the right, on like notice, to cancel this agreement.

98-NW-6104-4 008595

CMP-4839
Page 2 of 2

Whenever we will pay the Loss Payee any sum for loss or damage under this policy and claim that, as to the borrower, mortgagor or owner, no liability existed, then we will, to the extent of such payment, be legally subrogated to all the rights of the party to whom the payment will be made, under all securities held as collateral to the debt. At our option, we may pay the Loss Payee the whole principal due or to grow due on the debt with

interest, and thereupon receive a full assignment and transfer of the debt and of the mortgage and all of such other securities as evidence of the interest of the Loss Payee in the described property. However, no subrogation will impair the Loss Payee's right to recover the full amount of its claim against the borrower, mortgagor or owner.

All other policy provisions apply.

CMP-4839

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98-NW-6104-4 008596

CMP-4839
Page 1 of 2

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CMP-4839 LOSS PAYABLE**

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

ST2
2727-2000**Policy Number:** 98-NW-6104-4**Named Insured:**

WANO CHIROPRACTIC WEIGHT LOSS
& NUTRITION CENTERS INC
193 W BEAU ST
WASHINGTON PA 15301-4401

Name And Address Of Loss Payee:

COURT SQUARE LEASING CORP
15325 SE 30TH PL STE 100
BELLEVUE WA 98007-6597

Interest/Description Of Property:**Loan Number:**

Loss under this policy will be payable to the above named Loss Payee as lender, mortgagee or trustee as their interests may appear.

The Loss Payee now has or will acquire from time to time an insurable interest in certain property insured under this policy. Such interests will be established by warehouse receipts, bills of lading, documentary or other written evidence.

The interest of the Loss Payee will not be impaired by:

1. Any act or neglect of the borrower, mortgagor or owner of the above described property except as provided in the last paragraph of this endorsement;
2. Any change in the title or ownership of the property; or
3. A more hazardous occupancy of the premises where the property is located than is permitted by this policy.

However, in case the borrower, mortgagor or owner neglects to pay any premium due under this policy, the Loss Payee will, on demand, pay the premium.

The Loss Payee will notify us of any change of ownership or occupancy or increase of hazard of which it becomes aware. Unless permitted by this policy, such change or increase will be noted on the policy and the Loss Payee will, on demand, pay the premium for the increased hazard for the term of the use thereof, otherwise this policy will be null and void.

We reserve the right to cancel this policy at any time as provided by its terms. If we do so, this policy will continue in force for the benefit only of the Loss Payee for 20 days after notice to the Loss Payee of such cancellation and will then cease. We have the right, on like notice, to cancel this agreement.

98-NW-6104-4 008596

CMP-4839
Page 2 of 2

Whenever we will pay the Loss Payee any sum for loss or damage under this policy and claim that, as to the borrower, mortgagor or owner, no liability existed, then we will, to the extent of such payment, be legally subrogated to all the rights of the party to whom the payment will be made, under all securities held as collateral to the debt. At our option, we may pay the Loss Payee the whole principal due or to grow due on the debt with

interest, and thereupon receive a full assignment and transfer of the debt and of the mortgage and all of such other securities as evidence of the interest of the Loss Payee in the described property. However, no subrogation will impair the Loss Payee's right to recover the full amount of its claim against the borrower, mortgagor or owner.

All other policy provisions apply.

CMP-4839

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STATE FARM FIRE AND CASUALTY COMPANY
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

DECLARATIONS COVERAGE SUMMARY APR 9 2020

3 Ravinia Drive
Atlanta GA 30346-2117

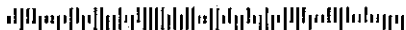
Loss Payee

001176 3123 M-13-6992-FB25 F U
COURT SQUARE LEASING CORP
15325 SE 30TH PL STE 100
BELLEVUE WA 98007-6597

Policy Number	98-NW-6104-4	
Policy Period	Effective Date	Expiration Date
12 Months	FEB 9 2020	FEB 9 2021
The policy period begins and ends at 12:01 am standard time at the premises location.		

Named Insured

WANO CHIROPRACTIC WEIGHT LOSS
& NUTRITION CENTERS INC
193 W BEAU ST
WASHINGTON PA 15301-4401



ST
5105-0000

Medical Office Policy

Automatic Renewal - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: Individual

Requested By: Policyholder

Policy Premium \$ 1,037.00

Discounts Applied:
Renewal Year
Years in Business
Claim Record

Prepared
APR 09 2020
CMP-4000

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Page 1 of 6

530-686 a.2 05-31-7011 (a113721c)

DECLARATIONS (CONTINUED)

Medical Office Policy for COURT SQUARE LEASING CORP
 Policy Number 98-NW-6104-4

SECTION I - PROPERTY SCHEDULE

Location Number	Location of Described Premises	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property	Seasonal Increase-Business Personal Property
001	193 W BEAU ST WASHINGTON PA 15301-4401	No Coverage	\$ 351,500	25%

* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

SECTION I - INFLATION COVERAGE INDEX(ES)

Cov A - Inflation Coverage Index: N/A
 Cov B - Consumer Price Index: 257.3

APR 09 2020

SECTION I - DEDUCTIBLES

Basic Deductible \$500

Special Deductibles:

Money and Securities \$250 Employee Dishonesty \$250
 Equipment Breakdown \$500

Other deductibles may apply - refer to policy.

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Continued on Next Page

Page 2 of 6

DECLARATIONS (CONTINUED)

Medical Office Policy for COURT SQUARE LEASING CORP
Policy Number 98-NW-6104-4



SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

COVERAGE	LIMIT OF INSURANCE
Accounts Receivable	
On Premises	\$50,000
Off Premises	\$15,000
Arson Reward	\$5,000
Back-Up Of Sewer Or Drain	\$15,000
Brands And Labels	\$25,000
Collapse	Included
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	\$5,000
Fire Extinguisher Systems Recharge Expense	\$5,000
Forgery Or Alteration	\$10,000
Glass Expenses	Included
Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%
Money And Securities (Off Premises)	\$5,000
Money And Securities (On Premises)	\$10,000
Money Orders And Counterfeit Money	\$1,000
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000

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Page 3 of 6

DECLARATIONS (CONTINUED)

Medical Office Policy for COURT SQUARE LEASING CORP
Policy Number 98-NW-6104-4

Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000
Ordinance Or Law - Equipment Coverage	Included
Outdoor Property	\$5,000
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$5,000
Personal Property Off Premises	\$15,000
Physicians And Surgeons Equipment	Coverage B Limit
Pollutant Clean Up And Removal	\$10,000
Preservation Of Property	30 Days
Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Signs	\$11,500
Spoilage (applies only to those premises provided Coverage B - Business Personal Property)	
Expediting Expenses	\$1,000
On Premises	\$20,000
Off Premises	\$5,000
Valuable Papers And Records	
On Premises	\$50,000
Off Premises	\$15,000
Water Damage, Other Liquids, Powder Or Molten Material Damage	Included

APR 09 2020

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

COVERAGE	LIMIT OF INSURANCE
Dependent Property - Loss Of Income	\$5,000

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CMP-4000

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Continued on Next Page

Page 4 of 6

DECLARATIONS (CONTINUED)

Medical Office Policy for COURT SQUARE LEASING CORP
Policy Number 98-NW-6104-4

Employee Dishonesty	\$10,000
Utility Interruption - Loss Of Income	\$10,000
Loss Of Income And Extra Expense	Actual Loss Sustained - 12 Months

0000-9000
ST-19**SECTION II - LIABILITY**

COVERAGE	LIMIT OF INSURANCE
Coverage L - Business Liability	\$1,000,000
Coverage M - Medical Expenses (Any One Person)	\$5,000
Damage To Premises Rented To You	\$300,000
AGGREGATE LIMITS	LIMIT OF INSURANCE
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS AND ENDORSEMENTS

CMP-4100	Businessowners Coverage Form
CMP-4561.1	Policy Endorsement
CMP-4705.2	Loss of Income & Extra Expense
CMP-4238.1	Amendatory Endorsement
CMP-4710	Employee Dishonesty
CMP-4775	Spoilage Coverage
FE-3659	Actual Cash Value Endorsement

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DECLARATIONS (CONTINUED)

Medical Office Policy for COURT SQUARE LEASING CORP
Policy Number 98-NW-6104-4

CMP-4706	Back-Up of Sewer or Drain
CMP-4709	Money and Securities
CMP-4704.1	Dependent Prop Loss of Income
CMP-4572	Amendment of Premium Cond
CMP-4703.1	Utility Interruption Loss Incm
FE-6999.2	Terrorism Insurance Cov Notice
CMP-4409	Physicians and Surgeons
CMP-4525	Amendatory Definition
CMP-4825	Brands and Labels
CMP-4802	Addl Insd Lessor of Leased Eqp
CMP-4788	Addl Insd Mgrs Lessor of Prem
CMP-4839	Loss Payable
FD-6007	Inland Marine Attach Dec

This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

Lynne M. Fawell
Secretary

Michael J. Fawell
President

APR 09 2020

Prepared
APR 09 2020
CMP-4000

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STATE FARM FIRE AND CASUALTY COMPANY
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

INLAND MARINE ATTACHING DECLARATIONS

3 Ravinia Drive
Atlanta GA 30346-2117

Named Insured

M-13-6992-FB25 F U

WANO CHIROPRACTIC WEIGHT LOSS
& NUTRITION CENTERS INC
193 W BEAU ST
WASHINGTON PA 15301-4401

Policy Number	98-NW-6104-4
---------------	--------------

Policy Period	Effective Date	Expiration Date
12 Months	FEB 9 2020	FEB 9 2021
The policy period begins and ends at 12:01 am standard time at the premises location.		

ST
0405-0000

ATTACHING INLAND MARINE

Automatic Renewal - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Annual Policy Premium Included

The above Premium Amount is included in the Policy Premium shown on the Declarations.

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

Forms, Options, and Endorsements

FE-8743.1 Inland Marine Computer Prop
FE-8739 Inland Marine Conditions

See Reverse for Schedule Page with Limits

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APR 09 2020
FD-6007

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530-686 a.2 05-31-2011 (e113232c)

98-NW-6104-4

ATTACHING INLAND MARINE SCHEDULE PAGE

ATTACHING INLAND MARINE

ENDORSEMENT NUMBER	COVERAGE	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT	ANNUAL PREMIUM
FE-8743.1	Inland Marine Computer Prop	\$ 25,000	\$ 500	Included
	Loss of Income and Extra Expense	\$ 25,000		Included

APR 09 2020

OTHER LIMITS AND EXCLUSIONS MAY APPLY - REFER TO YOUR POLICY

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APR 09 2020
FD-6007

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008600

530-686 a.2 05-31-2011 (01/3233c)

98-NW-6104-4 008601

CMP-4839
Page 1 of 2

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CMP-4839 LOSS PAYABLE**

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

ST
0000-0000**Policy Number:** 98-NW-6104-4**Named Insured:**

WANO CHIROPRACTIC WEIGHT LOSS
& NUTRITION CENTERS INC
193 W BEAU ST
WASHINGTON PA 15301-4401

Name And Address Of Loss Payee:

COURT SQUARE LEASING CORP
15325 SE 30TH PL STE 100
BELLEVUE WA 98007-6597

Interest/Description Of Property:**Loan Number:**

Loss under this policy will be payable to the above named Loss Payee as lender, mortgagee or trustee as their interests may appear.

The Loss Payee now has or will acquire from time to time an insurable interest in certain property insured under this policy. Such interests will be established by warehouse receipts, bills of lading, documentary or other written evidence.

The interest of the Loss Payee will not be impaired by:

1. Any act or neglect of the borrower, mortgagor or owner of the above described property except as provided in the last paragraph of this endorsement;
2. Any change in the title or ownership of the property; or
3. A more hazardous occupancy of the premises where the property is located than is permitted by this policy.

However, in case the borrower, mortgagor or owner neglects to pay any premium due under this policy, the Loss Payee will, on demand, pay the premium.

The Loss Payee will notify us of any change of ownership or occupancy or increase of hazard of which it becomes aware. Unless permitted by this policy, such change or increase will be noted on the policy and the Loss Payee will, on demand, pay the premium for the increased hazard for the term of the use thereof, otherwise this policy will be null and void.

We reserve the right to cancel this policy at any time as provided by its terms. If we do so, this policy will continue in force for the benefit only of the Loss Payee for 20 days after notice to the Loss Payee of such cancellation and will then cease. We have the right, on like notice, to cancel this agreement.

98-NW-6104-4 008601

CMP-4839
Page 2 of 2

Whenever we will pay the Loss Payee any sum for loss or damage under this policy and claim that, as to the borrower, mortgagor or owner, no liability existed, then we will, to the extent of such payment, be legally subrogated to all the rights of the party to whom the payment will be made, under all securities held as collateral to the debt. At our option, we may pay the Loss Payee the whole principal due or to grow due on the debt with

interest, and thereupon receive a full assignment and transfer of the debt and of the mortgage and all of such other securities as evidence of the interest of the Loss Payee in the described property. However, no subrogation will impair the Loss Payee's right to recover the full amount of its claim against the borrower, mortgagor or owner.

All other policy provisions apply.

CMP-4839

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State Farm Fire and Casualty Company

November 13, 2020

KONTOS KILLION & HASSEN
603 STANWIX ST
PITTSBURGH, PA, 15222

State Farm Insurance Companies
Fire Claims
PO BOX 106169
Atlanta, GA 30348-6169
Fax 844 236 3646

RE: Claim Number: 38-09J8-90D
Insured: WANO CHIROPRACTIC WEIGHT LOSS AND NUTRITION
CENTERS INC
Date of Loss: MARCH 16, 2020
Policy Number: 98-NW-6104-4
Insured Property: 193 W BEAU ST
Type of Policy: BUSINESSOWNERS COVERAGE FORM

Dear George Kontos:

We have completed our investigation of your client's recent loss of income claim. The correspondence received from your office on July 30, 2020 indicates that the insured property has not sustained damage covered by your client's policy. The losses are the result of mandatory closures by local government and reduction of business in response to COVID-19.

Unfortunately there is no coverage for the loss of income from the result of a mandatory shutdown due to the COVID-19 (Coronavirus). In order for there to be coverage under the CMP-4705.2 Loss Of Income and Extra Expense endorsement, there needs to be a covered cause of loss insured under the CMP-4100 Businessowners Coverage Form Policy. Losses resulting from or caused by COVID-19 (Coronavirus) are excluded under the policy. Therefore, in the absence of a covered cause of loss, coverage for loss of income would not apply.

Your client's policy, CMP-4100 Businessowners Coverage Form Policy, with endorsement CMP-4705.2 Loss Of Income and Extra Expense states in part:

BUSINESSOWNERS COVERAGE FORM

SECTION I — COVERED CAUSES OF LOSS

We insure for accidental direct physical loss to Covered Property unless the loss is:

1. Excluded in **SECTION I — EXCLUSIONS**; or
2. Limited in the **Property Subject To Limitations** provision.

SECTION I — EXCLUSIONS

1. We do not insure under any coverage for any loss which would not have occurred in the

EXHIBIT

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tabbies

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absence of one or more of the following excluded events. We do not insure for such loss regardless of: (a) the cause of the excluded event; or (b) other causes of the loss; or (c) whether other causes acted concurrently or in any sequence with the excluded event to produce the loss; or (d) whether the event occurs suddenly or gradually, involves isolated or widespread damage, arises from natural or external forces, or occurs as a result of any combination of these:

a. Ordinance Or Law

(1) The enforcement of any ordinance or law:

- (a)** Regulating the construction, use or repair of any property; or
- (b)** Requiring the tearing down of any property, including the cost of removing its debris.

(2) This exclusion, Ordinance Or Law, applies whether the loss results from:

- (a)** An ordinance or law that is enforced even if the property has not been damaged; or
- (b)** The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property or removal of its debris, following an accidental direct physical loss to that property.

j. Fungi, Virus Or Bacteria

(1) Growth, proliferation, spread or presence of "fungi" or wet or dry rot; or

(2) Virus, bacteria or other microorganism that induces or is capable of inducing physical distress, illness or disease; and

(3) We will also not pay for:

- (a)** Any loss of use or delay in rebuilding, repairing or replacing covered property, including any associated cost or expense, due to interference at the described premises or location of the rebuilding, repair or replacement of that property, by "fungi", wet or dry rot, virus, bacteria or other microorganism;
- (b)** Any remediation of "fungi", wet or dry rot, virus, bacteria or other microorganism, including the cost or expense to:
 - i. Remove the "fungi", wet or dry rot, virus, bacteria or other microorganism from Covered Property or to repair, restore or replace that property;
 - ii. Tear out and replace any part of the building or other property as needed to gain access to the "fungi", wet or dry rot, virus, bacteria or other microorganism; or
 - iii. Contain, treat, detoxify, neutralize or dispose of or in any way respond to or assess the effects of the "fungi", wet or dry rot, virus, bacteria or other microorganism; or
- (c)** The cost of any testing or monitoring of air or property to confirm the type, absence, presence or level of "fungi", wet or dry rot, virus, bacteria or other microorganism, whether performed prior to, during or after removal, repair, restoration or replacement of Covered Property.

This exclusion does not apply if "fungi", wet or dry rot, virus, bacteria or other microorganism results from an accidental direct physical loss caused by fire or lightning.

2. We do not insure under any coverage for loss whether consisting of, or directly and immediately caused by, one or more of the following:

b. Consequential Losses

Delay, loss of use or loss of market.

3. We do not insure under any coverage for any loss consisting of one or more of the items below. Further, we do not insure for loss described in Paragraphs 1. and 2. immediately above regardless of whether one or more of the following: (a) directly or indirectly cause, contribute to or aggravate the loss; or (b) occur before, at the same time, or after the loss or any other cause of the loss:

b. Acts Or Decisions

Conduct, acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body whether intentional, wrongful, negligent or without fault.

But if accidental direct physical loss results from items 3.a., 3.b., or 3.c., we will pay for that resulting loss unless the resulting loss is itself one of the losses not insured in **SECTION I** of this coverage form.

CMP-4705.2 LOSS OF INCOME AND EXTRA EXPENSE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The coverage provided by this endorsement is subject to the provisions of **SECTION I — PROPERTY**, except as provided below.

COVERAGES

1. Loss Of Income

- a. We will pay for the actual "Loss Of Income" you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by accidental direct physical loss to property at the described premises. The loss must be caused by a Covered Cause Of Loss. With respect to loss to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, then the described premises means:

- (1) The portion of the building which you rent, lease or occupy; and
- (2) Any area within the building or on the site at which the described premises are located, if that area is the only such area that:
 - (a) Services; or
 - (b) Is used to gain access to; the described premises.

- b. We will only pay for "Loss Of Income" that you sustain during the "period of restoration" that occurs after the date of accidental direct physical loss and within the number of consecutive months for Loss Of Income And Extra Expense shown in the Declarations. We will only pay for "ordinary payroll expenses" for 90 days following the date of accidental direct physical loss.

4. Civil Authority

- a. When a Covered Cause Of Loss causes damage to property other than property at the described premises, we will pay for the actual "Loss Of Income" you sustain and necessary "Extra Expense" caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:
 - (1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
 - (2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause Of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.
- b. Civil Authority coverage for "Loss Of Income" will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.
- c. Civil Authority coverage for necessary "Extra Expense" will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:
 - (1) Four consecutive weeks after the date of that action; or
 - (2) When your Civil Authority coverage for "Loss Of Income" ends;
 whichever is later.

EXCLUSIONS

We will not pay for:

- 2. Any other consequential loss.

SECTION I — CONDITIONS**d. Legal Action Against Us**

No one may bring a legal action against us under this insurance unless:

- (1) There has been full compliance with all of the terms of this insurance; and
- (2) The action is brought within 2 years after the date on which the accidental direct physical loss occurred.

Your policy does not provide coverage for this entire loss, and we trust our explanation is complete. We will, of course, be available to discuss the position we have taken. By specifying the above grounds for denial, State Farm Fire and Casualty Company does not intend to waive, but rather specifically reserves all of its rights, including other defenses which may be applicable to this claim.

We regret that we were unable to provide coverage for this loss. If you have any additional information regarding this claim of loss which has not been previously considered, or if you desire any additional explanation regarding this matter, please contact us.

Sincerely,



Danielle Gallego
Claim Specialist
844-458-4300 Ext. 4802938241
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State Farm Fire and Casualty Company